

**CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676**

CONTRACTS HELD WITH OTHER COMPANIES, ETC.

As of Mach 15 2012, Capital Towing holds only one contract. We hold a current contract for tow services with AAA Nebraska, a copy of the contract is attached.

While this company has a large amount of AGREEMENTS with other businesses as well as with rental agencies and private property owners, they are in no way contracts. These are agreements for this company to provide towing service. They may be cancelled at any time by either party.

As of this date we also do not hold a current contract with the University of Nebraska as our previous contract with them expired on 10/31/2011.

We have several motor clubs that may call us to request service if their contractors cannot help them, but again, we do not have a contract with them.

**LIST OF CONTRACTS HELD WITH OTHER GOVERNMENT OR
PRIVATE ENTITIES.**

AAA Nebraska

CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NEBRASKA 68508
402-475-7676

METHODS OF OPERATION

At Capital towing we have been successfully fulfilling the city tow and storage contract for 16 years. It is our intention to continue to strive for the highest standards in towing for the next 8 years, should we be awarded the prospective contract. Through our 16 years of working with government agencies we have established a set of protocols that adhere to the highest standards to which we expect of ourselves. Our day-to-day operation has become stream lined and fluent through years of meticulous operation. However we are always striving to improve, and pride ourselves on staying on the cutting edge of the towing industry.

In order to provide the best possible service to our customers, we have found it necessary to have personnel available in the office 24 hours a day, 7 days a week. Our first dispatch shift begins at 6:00 AM, and we routinely schedule more than one person in the office during normal working hours. When the first dispatcher arrives for the morning shift, the over-night dispatcher relays any pertinent information to the incoming personnel. The cash drawer is then closed and checked by both parties, in order to minimize and catch any errors that may have occurred. From there we implement a staggered shift, so that personnel is available throughout the day. On a typical day, another dispatcher will work 8:00AM-4:00PM; to eliminate any down time during a shift change. Any personnel in the office will take call information, resolve any issues that arise, and release vehicles to an owner or other authorized parties. At the end of each 8 hour shift, the cash drawer is balanced with all of the shift receipts and a minimum amount of cash is left. At this point a deposit will be made into a secure lock box that includes additional cash, receipts, and checks to be put into billing.

One of the primary jobs of office personnel is to release vehicles that have been impounded. This is a process that has been stream lined in order to minimize the time taken, but achieve the necessary requirements for release. We use a filing system based on physical invoices, as well as a computer

database of all data. Our data system can be broken down into 5 categories; Lincoln Police Department, Parking Authority, Accidents, University of Nebraska, and Nebraska State Patrol. When someone arrives in our office, our first order of business is to determine what type of vehicle the customer has, and why they believe their vehicle may have been towed. With that information we are able to look up the physical, or electronic information associated with that customer. If the vehicle was towed by a government agency (LPD, NSP, UNL POLICE) there will be a property report attached to our towing invoice, that has been prepared by the officer. The report is read on a case by case basis to make sure there is no holds, and determine any other relevant information. With the information available, we then ask for a photo ID of the customer. If the vehicle is ready for release, the owner is escorted back to get ownership information out of the vehicle (title or current registration, and insurance information). If all of the information is in order, payment will be received and the vehicle will be released. Customers are able to pay the associated charges by either cash, debit, or credit cards. The customer then receives a copy of both the property report prepared by the officer, and our towing invoice prepared by the towing driver. The dispatcher rings the totals into the cash register, and places one copy of the property report and one copy of our invoice, stapled together, into a file for the police department to pick up the following day. The invoice is clocked out and given to the dispatcher working the computer, who finds the vehicle in the computer, and changes the column for lot location, to the name of the person the vehicle was released to and the date it was released. If it is determined that the vehicle is currently under a hold, the dispatcher reads to see if there are conditions under which the vehicle can be released immediately. For example, If a hold has been placed for past due parking tickets, the vehicle can be released once those are paid. If the vehicle is being held for investigation purposes, or for driving under suspension; the information of the hold is given to the vehicle owner. Once a vehicle is released, the dispatcher updates the owner information on the property report, i.e. owner name, address, date of birth, phone number etc. and also puts that information on our tow invoice. The payment is accepted, and the vehicle released.

To break down a step by step outline of a vehicle towed, for example, on a driving on suspended charge.

1. The initial officer that has arrived on a scene, is able to request a tow through LPD dispatch. Once this takes place, LPD dispatch contacts the

Capital Towing office through a dedicated phone line. LPD dispatch relays all of the applicable information to the Capital Towing dispatcher, typically consisting of only an address where we are required.

2. Using GPS tracking software, the dispatcher is able to maintain a current, and active map of all drivers. With this information, the dispatcher is able to give the information to the most appropriate Capital Towing driver.

2. Upon arriving at the requested location, the representative from Capital Towing makes contact with the officer on the scene. The officer directs the driver as to which vehicle they need to move. The driver then proceeds to begin filling out his paperwork, which initially consists of a visual inspection of the vehicle to be towed, noting any pre-existing damage on the Capital Towing invoice. Once the appropriate paperwork has been completed, the driver begins to "load" the vehicle. Before leaving the scene, he receives the property report that has been prepared by the officer on scene. This report includes the reason the vehicle was towed, ownership information, as well as any other applicable information in-regards to the case at hand.

3. The driver arrives at the impound lot and places the vehicle in a row which is designated for LPD tows, with property reports. He unloads the vehicle and completes his paperwork, which includes the location in which the vehicle was placed on the property.

4. The driver takes the invoice and the property report to the office and clocks the invoice in using an electronic time card machine, documenting the exact time and date the vehicle arrived at the lot. The driver turns his invoice and the property report into the dispatcher. If the owner of the vehicle, or the officer gave the driver the keys to the vehicle he turns those in as well.

5. The dispatcher enters all of the associated information into the computer, we have spread-sheets for each type of tow, this would be entered into the file for all tows which have property reports with them. The dispatcher assigns the tow a number beginning with the year, W12-____, and writes that number on the property report and on our invoice. If keys were turned in, the invoice was marked that keys are in the office, the keys are placed in a "key envelope" which is marked with the W number, the invoice number, the lot location, the date, and the type of vehicle. Those keys are then filed

by date. The invoice and attached property report are filed by make of vehicle in a section reserved for vehicles with property reports.

6. When the owner of vehicle comes to the lot to retrieve their vehicle, they are asked why the vehicle was towed, to tell the dispatcher which files to look for the paperwork in, and the make, model, year and color of the vehicle. The dispatcher retrieves the paperwork and reads the property report from top to bottom to see if there are any special instructions from the officer. In this case, the officer has marked that the vehicle is to be held for 30 days due to the driving on suspended license tow. However, the officer didn't mark the hold box, he marked to release the vehicle to owner immediately, but on the very bottom of the report he wrote to release to owner immediately, "after 30 days". This is why it is so important for each office employee to be trained to read the property report from top to bottom. The owner is told that the vehicle is being held for 30 days. He then wants to go to the vehicle and get items from it. The dispatcher asks him for a photo identification and verifies that the person there is the same as who the officer listed on the property report as the owner of the vehicle. The dispatcher calls a driver to the office to escort the owner back to his vehicle to get his property. The owner is asked to document on the back of our invoice all property that he removed and sign and date the statement. He is then given his identification back.

When the owner of a vehicle comes to the lot to retrieve it, they are asked to provide information about what type of vehicle they are there to retrieve. This information is used to look up associated paperwork, and requirements as dictated by the officer, and noted on the property report. The dispatcher retrieves the paperwork and reads the property report from top to bottom to see if there are any special instructions in regards to that particular vehicle. Being able to correctly read and interpret the instructions of various officers is a fundamental requirement of dispatcher training at Capital Towing, and an essential skill in the fluid operation of the business. The dispatcher asks him for a photo identification and verifies that the person there is the same as who the officer listed on the property report as the owner of the vehicle. The dispatcher calls a Capital Towing driver to the office to escort the owner back to his vehicle to get his property, and or associated information. If the vehicle is being left on the property, but property has been removed; the owner is asked to document on the back of our invoice all property that he removed and sign and date the statement. He is then given his identification back.

7. In cases in which the vehicle must be left on the property, which can be for a number of different reasons. Such as, inability to pay associated fees or fines, lack of current registration or insurance, or a hold placed on the vehicle by the overseeing police agency. The individual may come back to the property at any time, day or night to take appropriate steps. Identification is always required while on the property, therefore upon returning the must be able to present their ID card again. Once the paperwork is completed, the invoice is clocked out, and the total charges relayed to the owner. Full payment is given in either the form of credit card, debit card, or cash. The owner is asked to sign the invoice stating that he is the person that the vehicle is being released to. At this point, the owner reads the statement on the bottom of the invoice which says that he is releasing this company from all damages which may have occurred. He states that he doesn't know if his vehicle was damaged and he doesn't want to sign it. The dispatcher tells him that he can cross that statement off, initial it, and sign the invoice just as the person accepting the vehicle. He is then asked to sign the property report and date it. The dispatcher gives the owner a copy of the property report as well as a copy of the invoice. The dispatcher pulls the keys from the drawer and gives them to the person driving the vehicle out, that person is allowed to go back to the vehicle and instructed to carefully drive it out of the impound lot.

8. The dispatcher signs the invoice and the property report as the person releasing the vehicle. The charges are entered into the cash register using the keys which identify the type of tow, and the register receipt is attached to the back of the invoice. One copy of the invoice is attached to the property report and those are placed into a file to be given to the property room. At that point the dispatcher takes the hard copy of the invoice to the computer and changes the lot location entry on that vehicle to the date of release and the name of the person the vehicle was released to. The invoice is then filed by invoice number.

If a vehicle is towed following an accident, the owner is asked to fill out an owner information sheet, that we have prepared to give them the information on the responsibilities of the vehicle owner. If the owner is present, it is explained that they can remove all personal property, with the exception of anything that is physically attached to the vehicle. If it is not the owner of the vehicle, we explain that unless they are a family member, that is verifiable either by having the same last name as the owner, or the same address; they must have a notarized letter from the owner, giving them

permission to either pick up the vehicle, or to remove property from the vehicle. The owner or authorized individual is then either escorted back to the vehicle to retrieve property, or given the lot location and allowed to go back to the vehicle on their own. We must have a picture identification from anyone wanting to go into the impound yard. If they do not have the picture I.D they are not allowed on the property. Once they have retrieved the property they need, we require that they document it on the back of the tow invoice and sign and date it. This protects the tow company from someone later claiming something is missing from the vehicle. We also give them a "release form", which gives us permission to release the vehicle to the owners choice of either another tow company, a salvage company, or anyone of their choosing.

All of this associated paperwork was developed by Capital Towing management. These forms combat issues such as insurance companies removing vehicles from our lot before the owners are able to retrieve their personal property. It is our stance that a vehicle owner must provide authorization for 3rd parties to remove their vehicle from our impound. If the owner doesn't want the vehicle, and is unwilling or unable to deal with it, we give them the option of turning over the title, paying the outstanding bill, and we will dispose of it. The customer is also given a credit based on what the current rate of salvage is. At this time we usually offer to give them an amount equal to the tow bill and one day of storage, approximately \$85.00. We also offer a time-payment option if they cannot pay the total amount due immediately. This is only an option if they have a clean title, that they can sign over to us so that we can immediately dispose of the vehicle. We let the owner choose what amount they are able pay on a monthly, or weekly basis; in an attempt to work with their individual needs. We ask that the give us an amount that they can comfortably pay, and we have several contracts where the owner is only paying \$10.00 a month.

In cases where the proof of ownership or insurance is not in the vehicle, the dispatcher will call the LPD non-emergency number and verify ownership. If the person does not have a current insurance card in the vehicle, they are given the option of calling their insurance company and having one faxed to us, or having the vehicle towed off of the property. In practice, most insurance companies are able to provide that information within minutes. No one is allowed to drive a vehicle on the impound lot without proof of current insurance. This includes other tow companies and salvage companies.

Unfortunately, the reality of the towing industry includes a number of vehicles being abandoned at our facility. These vehicles all must be processed. We have an employee that typically works 45 hours per week whose main job is to process these vehicles. Due to a State law passed in 2009, if a vehicle is in impound, the last known registered owner and any lien holders must be notified within 15 days of the vehicle being impounded. This can prove very time consuming, and problematic for out of state vehicles, and requires an in-depth knowledge of DMV procedure throughout the United States.

Finding and notifying the last known "legal owner" of vehicles is a challenge. If the vehicle was last titled in Nebraska, the notification process is substantially easier, as we pay to have access to the states files. We can enter either the Vin# of the vehicle, or the plate number and receive info on who the last known owner is, and any liens against the vehicle. If the vehicle was not last registered in Nebraska, it becomes a much more troublesome process. We have had vehicles with license plates from one state and when we write to that state for the information, which we must pay anywhere from \$2.00 to \$50.00 for, depending on the state, we may get info back that the plates do not belong on that vehicle, and so no information is available. We then go back to the vehicle and search inside to see if we can find anything that would lead us to another state. Sometimes we will find an inspection record, or a repair bill, or any piece of paper leading us to another state. We have had vehicles that we have written to five different states before we received the needed information. Then the notification letter is sent, and we start the process all over again. I would guess that in 2010 we did titles on well over 250 vehicles. These are also the vehicles that we donate to the Lincoln Fire Department for training, or perhaps to SW Fire department. We also donate them to schools for drunk driving programs, and many other places.

If a vehicle has been impounded and has not been claimed it is handled per the overseeing agencies requests. If it is towed by the LPD or the Parking Authority, they have their own personnel that deals with all the associated paperwork, as well as the sale of a vehicle. If the vehicle was towed by the Parking Authority and is still in impound after 5 days, the administrative process is transferred to the LPD. Our employees write a property report, which is then turned into the LPD property room.

Once the LPD determines the correct course of action, they provide us with

necessary information relating to the vehicle. For vehicles destined to be auctioned, they are moved to the front of the lot, or "auction area", to be processed by an LPD representative with the assistance of Capital employees. On the Wednesday before an upcoming auction, a representative from the police department property office comes to the impound. The owner of Capital, as well as either one or two other employees assist the property office representative in removing all of the license plates, gaining entry to the vehicles, and removing all personnel property from the previous owner. LPD documents all property removed and which vehicle it is removed from, and secures it in the "property cage" inside the building. Capital Towing employees have no access to this area. On Saturday, the owner of Capital Towing, Jim, is there along with several other employees of Capital to assist with the auction. All bicycles which are on auction are moved out of the building several days before the auction, after verifying the property number on the bike with the list we have been provided. The bikes are all chained together and locked up until just before the auction on Saturday. At that time Jim and Bill re-verify that the correct bikes are there, and they are then sold at auction. Before the auction, an employee of Capital pulls all of the paperwork on the vehicles being sold at auction, and checks to see if we have keys to any of the vehicles being sold. The charges associated with the vehicle are then totaled, and is turned over to LPD on the day of auction. After the auction, LPD takes all of the paperwork, balances against what the vehicle sold for, and we send the city an invoice for the tow and storage of each vehicle; only up to the amount the vehicle sold for. Very seldom do the vehicles sell for the total amount of tow and storage owed against them. This company must take a loss for the difference as the city is not responsible for any tow and storage charges. Soon after, LPD will return the auction paperwork to us. An employee of Capital will go through the computer and mark all vehicles that were sold at auction. If any of those vehicles were being held for unpaid parking tickets, we notify the violations department so that they can take those vehicles out of their system. At times we will have a vehicle owner ask us how long their vehicle will be held before it is sold at auction, they are always referred to the Lincoln Police Department property office. If an owner calls after the vehicle has been sold, they are also referred to the property department.

If the vehicle has been towed for any other reason, be it an accident, a private property tow, or a tow ordered by UNL, Capital Towing is responsible for notifying the owner and lien holder by certified, return receipt letter that the vehicle has been impounded. The only other types of

tows that we do not have to do the paperwork to title the vehicle is are ones that are ordered towed by the Nebraska State Patrol. The patrol does all of the paperwork and signs the title to us if it is abandoned at impound. Otherwise, we send all of the notification letters to the appropriate parties. The contents of this letter is set by Nebraska State law, and we follow this law meticulously. It is procedure to hold the vehicle, unless someone claims it, on the property for 91 days, at which time it is sold at closed bid auction. We do have the right, by law, to take the owner to court for the difference in what is owed against the vehicle at the time of sale and what it sells for. But in practice, we have found that it is not financially viable to pursue individuals in this respect. Therefore, the loss is incurred by this company. As we are also a licensed vehicle dealer, we are allowed by law to hold 2 auctions a year to sell abandoned vehicles in an attempt to recoup the associated costs.

In regards to any vehicles that are ordered towed by the Lincoln Parking Authority, either for improper parking or expired parking tickets; the owner must have those tickets paid before the vehicle is released. The tickets can be paid at the PA office, on-line, or in our office. Each morning a Capital representative sends the PA a list of all vehicles that the owners retrieved and has paid the associated fees. The list shows the info on the vehicle, the amount of tickets paid, and how the charges were paid. On Friday mornings, we total the amount of tickets paid for that week and issue a check to the city, which is picked up by an employee of the PA. Once a month we invoice the city for the amount of credit card discount charges that we incur do to citizens paying their parking tickets by credit or debit card. We bill the city the exact amount that this company is charged. Capital Towing does not make any revenue for the collection of parking tickets.

Our main responsibility has always been, and will continue to be responding to calls from the LPD, and PA. These calls have, and will continue to receive priority over other incoming calls. In practice, we are typically given very little information about the sometimes complex circumstances surrounding individual calls. Usually nothing more than an address. If there is something unusual about a tow, they may give us a little more information. For example, they may tell us if it is an over-sized vehicle, a motorcycle, or an accident which is being worked as a fatality.

Therefore it becomes imperative that all of our drives are very well equipped, and trained. The training of a towing operator is very complex,

and the driver must be suited to adhere to the highest standards in the industry. Often, it takes up to a month of training before a driver is allowed to respond to calls on their own. Far too often, the importance of the job which we are contracted to do is taken for granted. An improperly trained operator, could cause further damage to a vehicle, dilute an investigation, or cause injury to himself or rescue workers on the scene.

In the event that the LPD informs us that there has been a fatality accident, either the owner of the company or a senior driver will go to the scene to make sure the vehicle is handled with the utmost care. This, in consideration to the fact that there is likely to be a lengthy, and in depth investigation associated with the accident. This becomes very important, when accident engineers scan the vehicle for every aspect of damage in the recreation of an accident. As with most vehicles that are going to be secured by the LPD for an investigation, an officer observes all aspects of the tow, including escorting the vehicle back to secure indoor storage.

In most cases, a vehicle is towed due to a minor infraction; unpaid parking tickets, driving on a suspended license, driving under the influence, or other law infractions. In those situations, the dispatcher on duty takes the information and dispatches the closest available tow truck. The driver arrives on scene, loads the vehicle, and returns it to the impound yard. The invoice is then clocked in, by use of an electric time card machine, and entered into the computer. It is entered into the correct file, be it under accidents, or our LPD database. Any vehicle which is ordered towed by the LPD is given a property number by the dispatcher on duty, as it is entered into the computer. At that time the property report and our invoice have the property number recorded on them, and the pair are filed in the proper area.

At the beginning of each day we give the LPD property room a print out of the previous days activity regarding the vehicles they are administering. That print out includes what vehicles are released and to whom, and the newly towed vehicles. It also includes the date the vehicle was towed, where it was towed from, our invoice number, and the property number assigned to it, and where the vehicle is located in the impound lot. For example L1N, means that the vehicle is located in row L1 in the middle of that row. All rows are clearly marked to assist vehicle owners in recovering their vehicle. The spreadsheet also includes all vehicle information including the year, make, model, color, Vin, license number, why the vehicle was towed, and any additional pertinent information. When the vehicle is released we delete the

lot location and in that column add the date the vehicle was released, and who it was released to.

The towing and storage of vehicles is only a part of what we must do on a daily basis to fulfill this contract. The lot must be maintained, which can include expensive repairs and replacement of equipment. There is now an adjacent parking area to be used for city events, that raised the ground level of the parking area by approximately 6 inches. Therefore, we have had major issues with water drainage into our facility. This has created a situation that requires constant maintenance on the ground, to keep the facility in a condition acceptable to us. We have invested heavily in equipment to perform this task, including the purchase of a full size road grader. If awarded this contract, we will continue to strive towards keeping the facility free of clutter, weeds, and in a condition acceptable both to ourselves, and the city.

The owners of Capital Towing are on call 24 hours a day, 7 days a week. Jim usually arrives at work before 7:00 AM, and seldom leaves before 6:00 PM. At Capital Towing we have formed a very strong working relationship with the police department, which contributes to the smooth operation of day to day work. The owner has assisted with everything from unlocking vehicles the LPD need to investigate, to helping determine what specific part may have contributed to a vehicle accident. It took many years to develop this relationship, and we believe it is of unlimited value to the LPD. As the owner of Capital Towing, Jims knowledge of the towing and automobile industry, his dedication and commitment to excellence on a daily basis is unsurpassed.

Several times during the year, sometimes monthly, the Lincoln Fire Department requests our assistance with vehicle extrication training. We donate the vehicles to the Lincoln Fire Department, as well as set up each scenario to challenge even the most experienced fire fighters. Capital towing has dedicated hundreds of hours into training at no cost to the city of Lincoln, and will continue this should we be the successful recipient of this contract. We allow the canine unit of the LPD to use our property to train their dogs to search for narcotics, and will prepare vehicles for that use. We also offer assistance to the LPD in moving vehicles over to their firing range, for advanced training for officers.

The owners of Capital also own a building in downtown Lincoln, which is

used primarily for the repair and maintenance of our tow truck fleet. It is our intention to continue to use this building; in order to free up area at the impound yard for police, and storage use. This assures that the cage is always empty, as per contract, and in good condition for the LPD. We have always made available any equipment the LPD may need to process a vehicle, and will continue to do so. We have and will make available to the LPD any required tools, go-jacks, air compressor, or any other equipment they may require.

The owner and employees of Capital Towing inventory the vehicles and bicycles on a minimum of a bi-monthly schedule to assure that everything that is in the computers is in the impound lot; and will continue to do so. We also conduct any inventory that the LPD may request, and adhere to any specific instructions that they may require.

At Capital Towing we are industry leaders, and conduct our selves as such. We pride ourselves in being professional, proficient, and fair. Should we be awarded the prospective contract, we will work with all associated agencies to continue what has become an excellent working relationship, and strive to design mechanisms for the improved operation of our facility.

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TRANSITION PLAN

Capital towing is the current towing provider for the city of Lincoln. With years of experience, if we are the successful bidder, there is no need to formulate a plan, as there will be no transition. This is advantageous in many respects in terms of finances, and service to the customers. It would be my expectation that if a transition was to take place, the LPD property department would be forced to invest a significant amount of time, to insure proper procedure is implemented by the new provider.

Should Capital not be the successful bidder, we will have all vehicles and property owned by this company removed from the impound lot before the beginning time of the new contract. We will remove all fixtures from the office, leaving it empty and ready for the new contractor to install whatever items they will need to carry on towing service without interruption.

SPECIAL WASTE DISPOSAL PERMIT

Friday, September 16, 2011



Lincoln-Lancaster County Health Department
Special Waste Program
3140 N Street
Lincoln, Nebraska 68510
(402) 441-8021

Generator:

CAPITAL TOWING

Facility:

CAPITAL TOWING
101 CHARLESTON ST
LINCOLN, NE 68508

Contact Information:

SARA

10943-001-2B

CAPITAL TOWING
101 CHARLESTON ST
LINCOLN, NE 68508

DATE ISSUED: 09/16/2011 DATE EXPIRES: 09/01/2012

The following permits are granted for the disposal of Special Wastes at the sites shown below. These permits were issued based on the waste description information provided on the permit application. Any substantial change in the nature of the waste from that described in the permit application, will invalidate the permit. Failure to comply with the General Permit Conditions or special conditions described on this permit will invalidate the permit.

PERMIT NUMBER: 11-10943-001-10-02 HAULER: INDUSTRIAL SERVICES INC

WASTE TYPE: 10 PETROLEUM CONTAMINATED REFUSE (A. FILTERS, B. SHOP RAGS, C. SOIL, D. ABSORBENTS, OR E. OTHER MATERIAL)

WASTE DESCRIPTION: ABSORBENTS WITH OIL

DISPOSAL SITE: BLUFF RD LANDFILL OR TRANSFER STATION PER VEHICLE SIZE

SPECIAL CONDITIONS: PERMIT DOES NOT AUTHORIZE DISPOSAL OF HAZARDOUS WASTE. GENERATOR IS RESPONSIBLE FOR DETERMINING IF WASTE IS HAZARDOUS. ALL LOADS SUBJECT TO INSPECTION. A COPY OF THIS PERMIT MUST ACCOMPANY ALL LOADS.

WASTE IN THIS CATEGORY MAY NOT CONTAIN "FREE PETROLEUM PRODUCT" OR OTHER LIQUIDS. IF WASTE CONSISTS OF PETROLEUM-CONTAMINATED FILTERS, PUNCTURE AND DRAIN ALL FILTERS FOR 24 HOURS AND CRUSH THEM TO REDUCE BULK. IF WASTE IS CONTAINERIZED, EACH CONTAINER MUST BE LABELED WITH TWO (2) GREEN "NON-HAZARDOUS WASTE" STICKERS LOCATED ON EACH SIDE OF THE CONTAINER SO AS TO BE VISIBLE FROM ALL ANGLES.

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Capital Towing utilizes Microsoft Works spreadsheets for all vehicle tracking and impound lot management. Through years of refinement, we have developed a system of spread sheets, that allows us to quickly and accurately access information in regards to any vehicle on the property. We have used this method for 16 years. The Lincoln Police Department and city parking authority have been very content with our employees ability to quickly access any associated information on a particular vehicle.

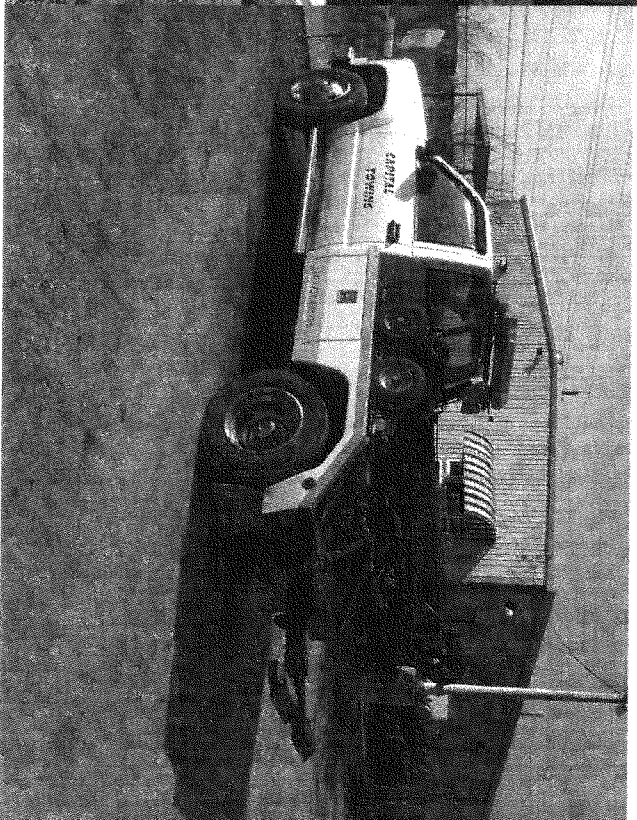
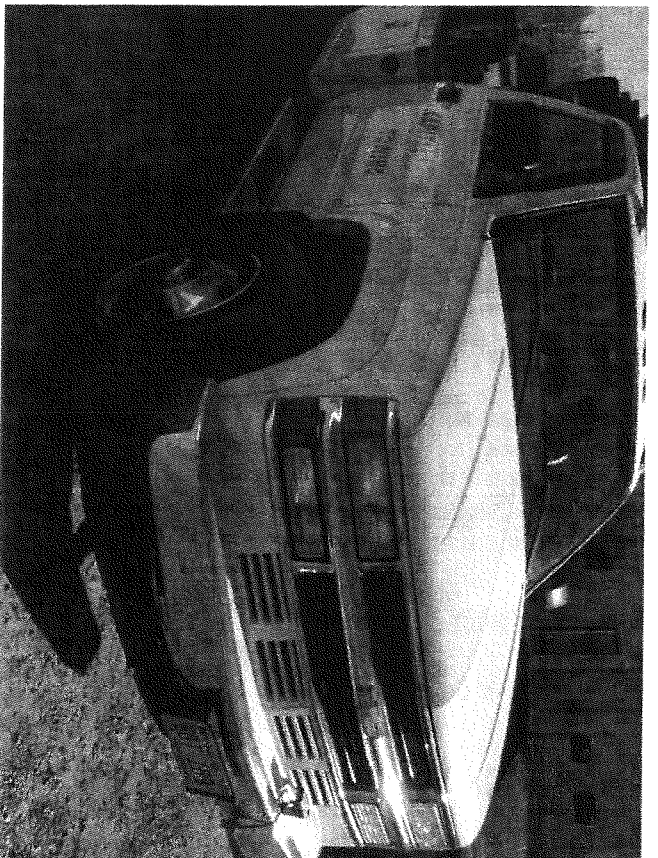
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In our comprehensive strategy to best serve the City of Lincoln contract, Capital Towing does plan to enlist a sub-contractor. The only sub-contractor that Capital Towing has plans to utilized is Gene's Tire and Towing. It is our intention to utilize their services in regards to over-sized vehicles.

Contact information is:

Gene's Tire and Towing
5101 West A Street
Lincoln, NE 68522

402-438-2561



Mobile #1

State of Nebraska - Vehicle Registration D 0492004

ANDY STEERING, COUNTY TREASURER
LANCASTER CO. - LINCOLN, NE 68503

2011041811031099
2011041811014036

State of Nebraska - Registration Receipt

Renew Online at: www.clickdmv.ne.gov

Tax & Fee Summary

MTR VEH TAX	39.00
MTR VEH FEE	5.00
CO/RR/MV/EMS	5.50
REG. FEE	85.00
PLATE FEE	6.50
WHEEL TAX	189.00
Total Paid	330.10

Plate Number SBT163
Reg Number 102280971
V.I.N. 3GDKC34F41M116585
Vehicle Info
2001 SIERRA C3500-HD
WHI
GMC
DIESEL
CHASSIS & CAB
TOW TRUCK
Type/Class TC TC
Reg Type RR
Series Year 11
Tax Flag
Reg Weight 7 Tons
Reg Date 4/19/2011
Exp Date APR 2012
Total Paid 330.10

Operator Info
CAPITAC TOWING INC
101 CHARLESTON ST
LINCOLN NE 68508

RSB
REMARKS CK 20364

4/19/2011

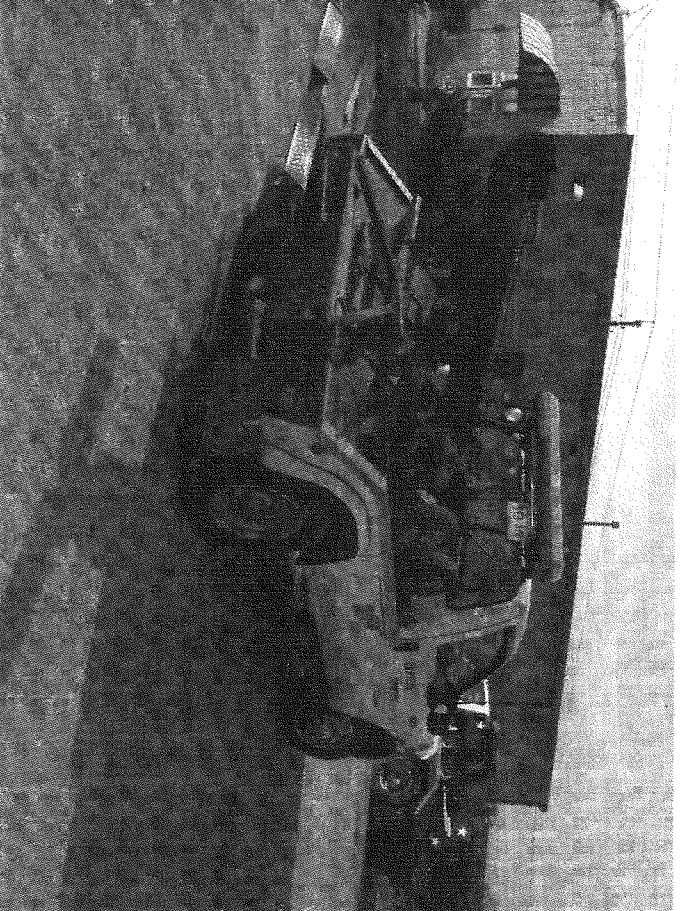
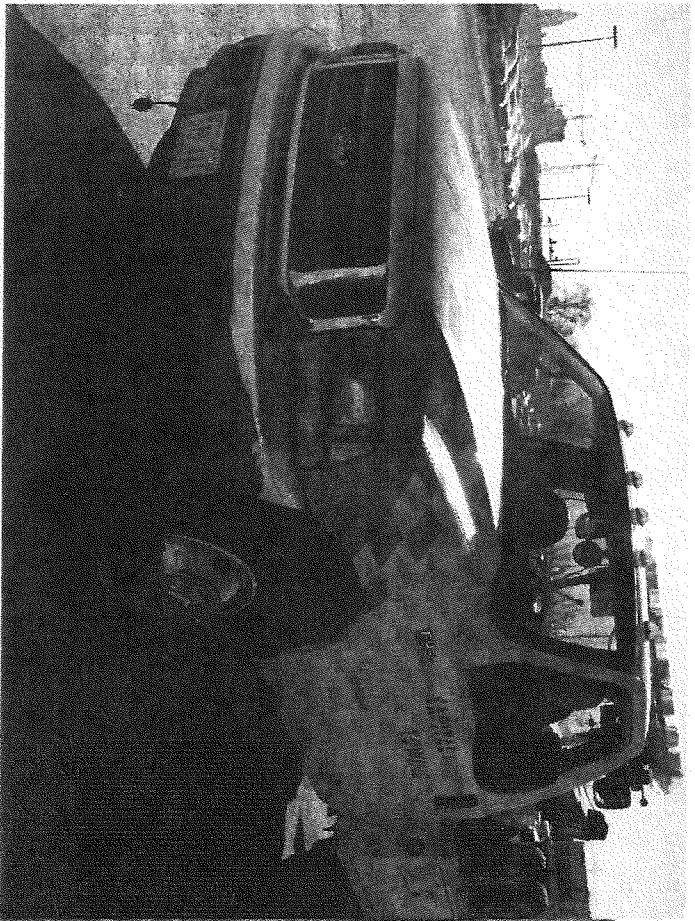
1 TD1
2010 MSRP 18,835
Make GMC
Model SIERRA C3500-HD
Style CHASSIS & CAB
V.I.N. 3GDKC34F41M116585
Reg Date 4/19/2011
Exp Date APR 2012
07099020198
3622365

In automobile liability policy or proof of financial responsibility is required in Nebraska. By paying the required operation fees, every person whose name appears on the registration of the motor vehicle certifies that a current and valid automobile liability policy or proof of financial responsibility will be maintained for the motor vehicle at the time of registration and while the vehicle is being operated. If the person fails to do so, the Department of Transportation may suspend and effective automobile liability policy evidence of insurance, or proof of financial responsibility for the motor vehicle upon demand.

Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within sixty days from the date of the loss or transfer.

Mobile #1

#1



Mobile #3

#3

State of Nebraska - Vehicle Registration ANDY STEERING, COUNTY TREASURER LANCASTER CO. - LINCOLN, NE 68503 D 0693796

State of Nebraska - Registration Receipt 2011091513335321 2011091513335321 Renew online at: www.clickanddrive.gov

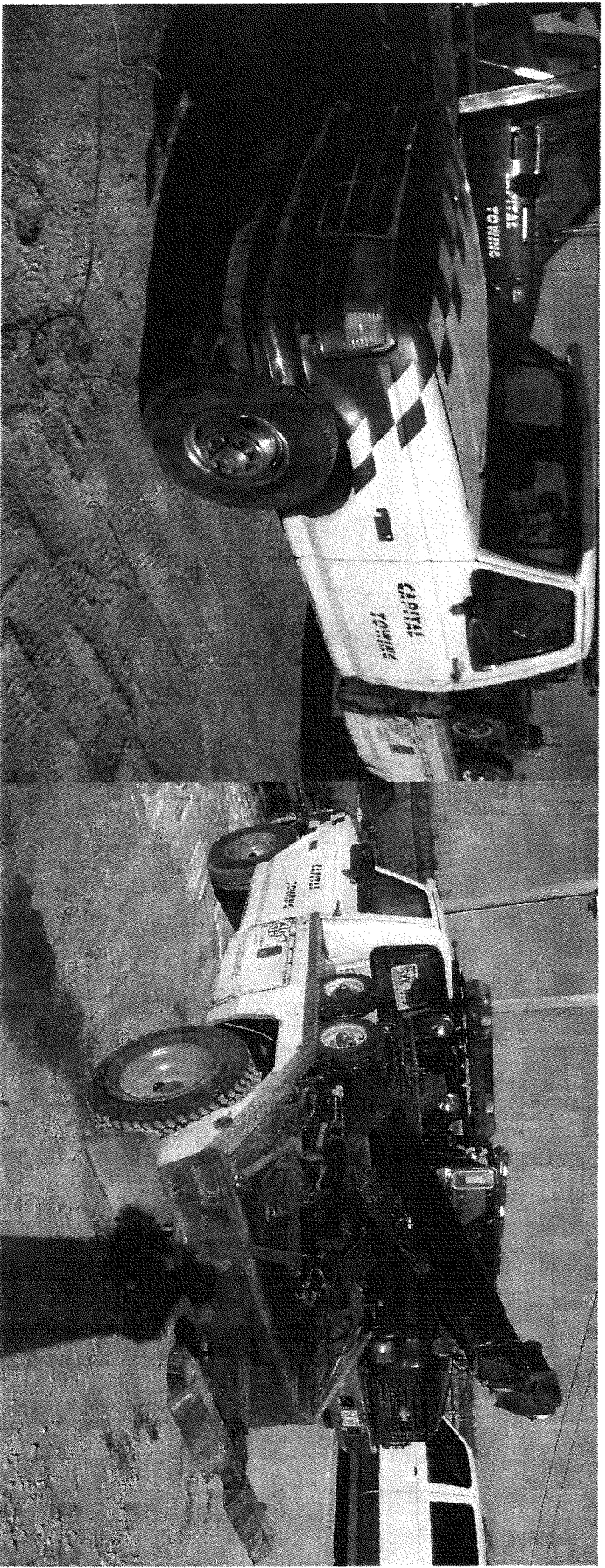
Plate Number STB444	Type/Class TC TC	Series Year 11	Tax Flag	Reg. Weight 7 Tons
Reg Number 102412854	Reg Type RR	Reg Date 9/15/2011	Exp Date SEP 2012	Total Paid 350.60
V.I.N. 1FDXF46F41ED60291	Title Number 07248020264			
Vehicle Info 2001 FORD DIESEL CHASSIS & CAB DRW SUPER DUTY F450 WHI				
Owner Info CAPITAL TOWING 101 CHARLESTON STREET LINCOLN NE 68508				

REMARKS
 KK
 9/15/2011

Tax District 2010 Make FORD Model DRW SUPER DUTY F450 Style CHASSIS & CAB V.I.N. 1FDXF46F41ED60291 Reg Date 9/15/2011 Exp Date SEP 2012 07248020264 3954248	Tax & Fee Summary MTR VEH TAX 54.00 MTR VEH FEE 10.50 COV/RD/M/EMS 5.50 REG. FEE 85.00 PLATE FEE 6.60 WHEEL TAX 189.00 Total Paid 350.60
--	---

Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within sixty days from the date of the loss or transfer.

Mobile #3



Mobile #4

State of Nebraska - Vehicle Registration D0611639

State of Nebraska - Registration Receipt

ANDY STEERING, COUNTY TREASURER
LANCASTER CO. - LINCOLN, NE 68603

2011070811341957
2011070811341946
Renew online at: www.clickdriv.ne.gov

Plate Number SKK053
Reg Number 102360445
V.I.N. 1FTHF26M7PNA82924
Vehicle Info FORD
1993 LGT CONVTL 'F' F250
WHI DIESEL PICKUP
Owner Info
CAPITAL TOWING
101 CHARLESTON STREET
LINCOLN NE 68608

2010 MSRP 18,411
Make FORD
Model LGT CONVTL 'F' F250
Style PICKUP
V.I.N. 1FTHF26M7PNA82924
Reg Date 7/06/2011
Exp Date JUL 2012
3891839

TW
REMARKS
7/06/2011

As an indispensable liability policy for proof of financial responsibility, as required in Nebraska, by paying the required registration fees, every person who causes items appears on the registration of the motor vehicle certifies that a current and effective automobile liability policy of proof of financial responsibility will be maintained for the motor vehicle at the time of registration and while the motor vehicle is operated on a public highway of the state and that he or she will also provide a

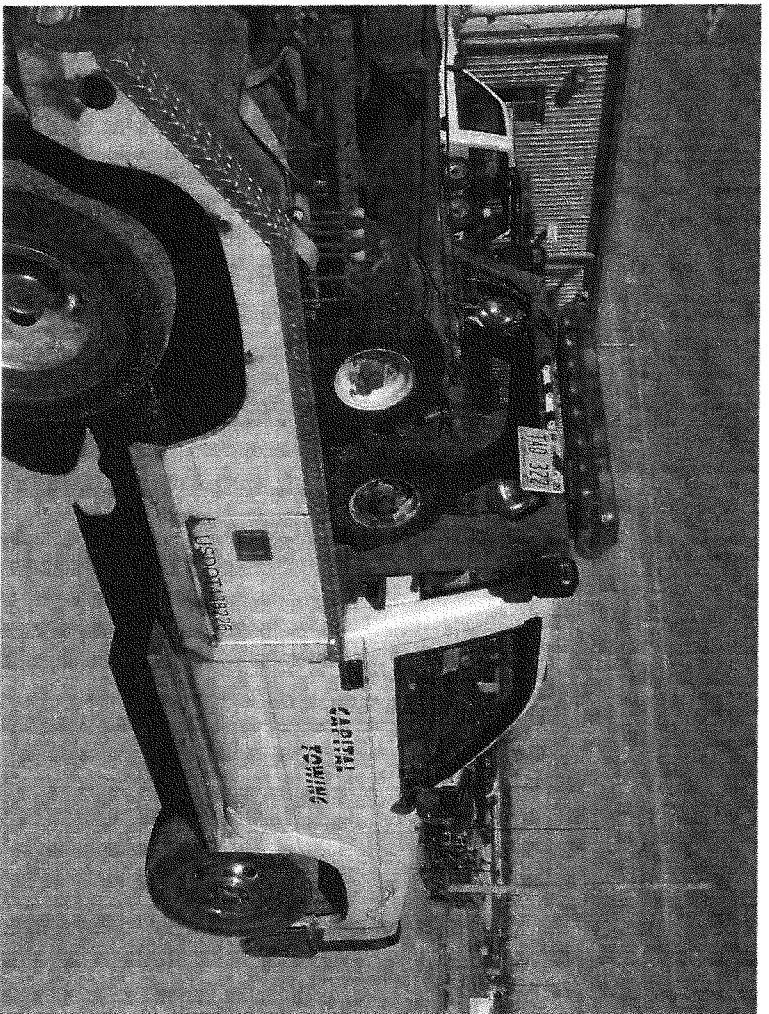
Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within sixty days from the date of the loss or transfer

Tax & Fee Summary

MTR VEH FEE 5.00
CORR/DW/EMS 5.50
REG. FEE 110.00
PLATE FEE 6.80
WHEEL TAX 270.00

Total Paid 397.10

Mobile #4



Mobile #5 Licensed Spare Truck

State of Nebraska - Vehicle Registration E 0865780

ANDY STEERING, COUNTY TREASURER
LANCASTER CO., LINCOLN, NE 68508

2011121611043208
2011121611041879

State of Nebraska - Registration Receipt
Renew online at: www.clickandm/nc.gov

Tax & Fee Summary

MTR VEH FEE	5.00
CO/RR/DW/EMS	5.50
REG. FEE	85.00
PLATE FEE	6.00
WHEEL TAX	224.00
Total Paid	326.10

Plate Number TAD322 **Type/Class** TC TC **Series Year** 11 **Tax Flag** Reg **Weight** 7 Tons
Reg Number 102476323 **Reg Type** RR **Reg Date** 12/16/2011 **Exp Date** DEC 2012
V.I.N. 1GBJK34F5VF041845 **Title Number** 07339020133 **Total Paid** 326.10
Vehicle Info 1997 CHEVROLET DIESEL CHASSIS & CAB
 GMT-400 K3500
 BLU - WHI
 #5
Owner Info
 SAS AUTOMOTIVE INC
 1944 P STREET
 LINCOLN NE 68503

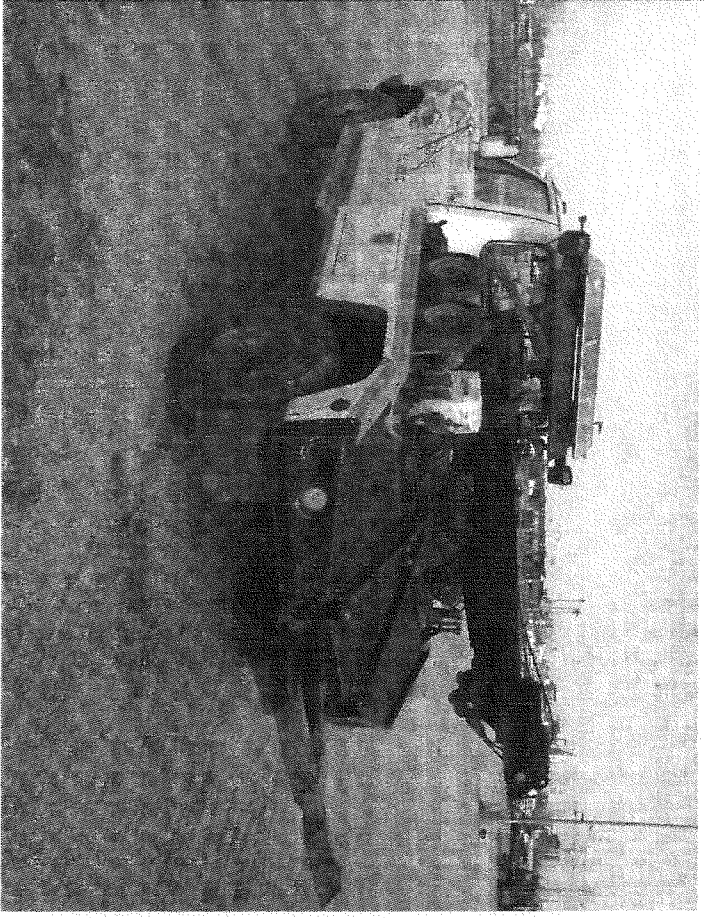
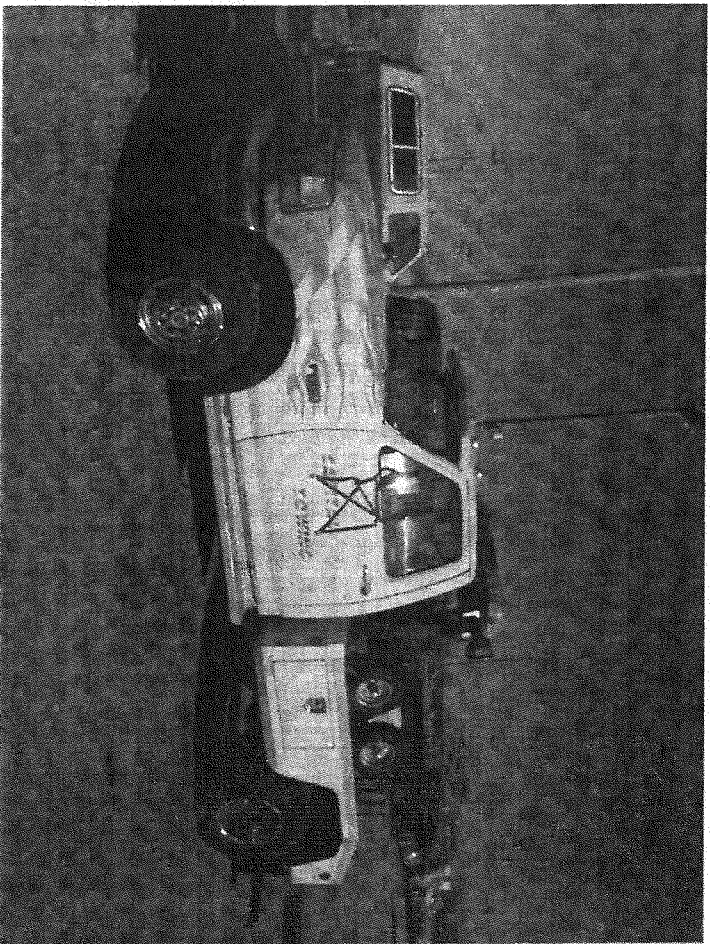
LL
 REMARKS 12/16/2011

1 **Tax District** TD1 **2010 MSRP** 21,335
Make CHEVROLET **Year** 97
Model GMT-400 K3500
Style CHASSIS & CAB
V.I.N. 1GBJK34F5VF041845
Reg Date 12/16/2011
Exp Date DEC 2012
07339020133
4017717

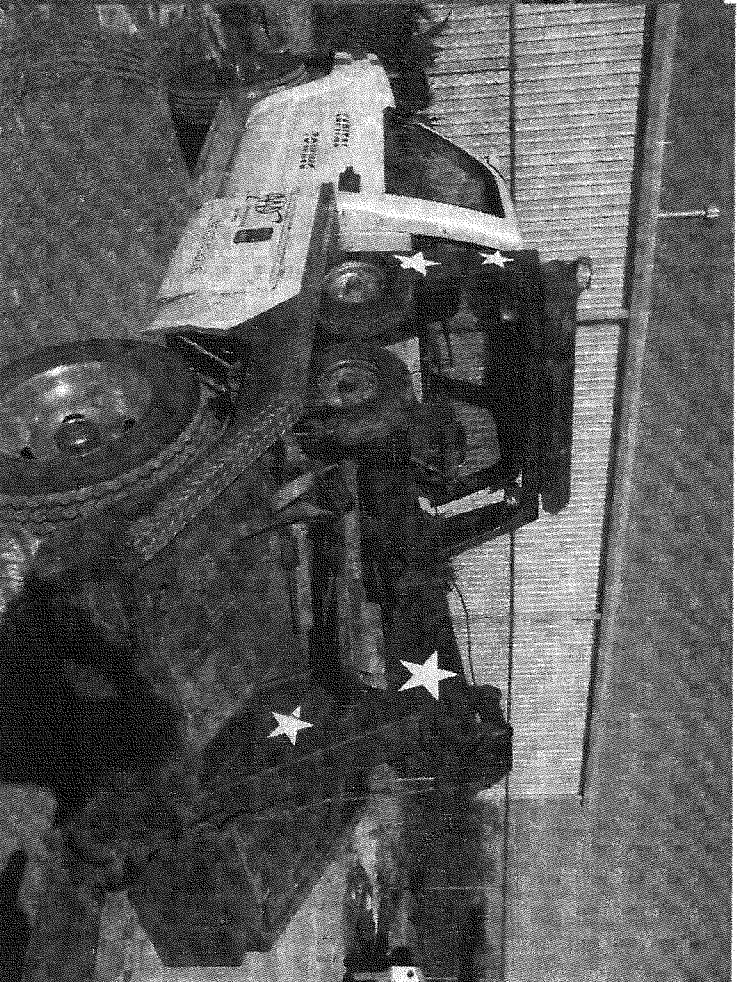
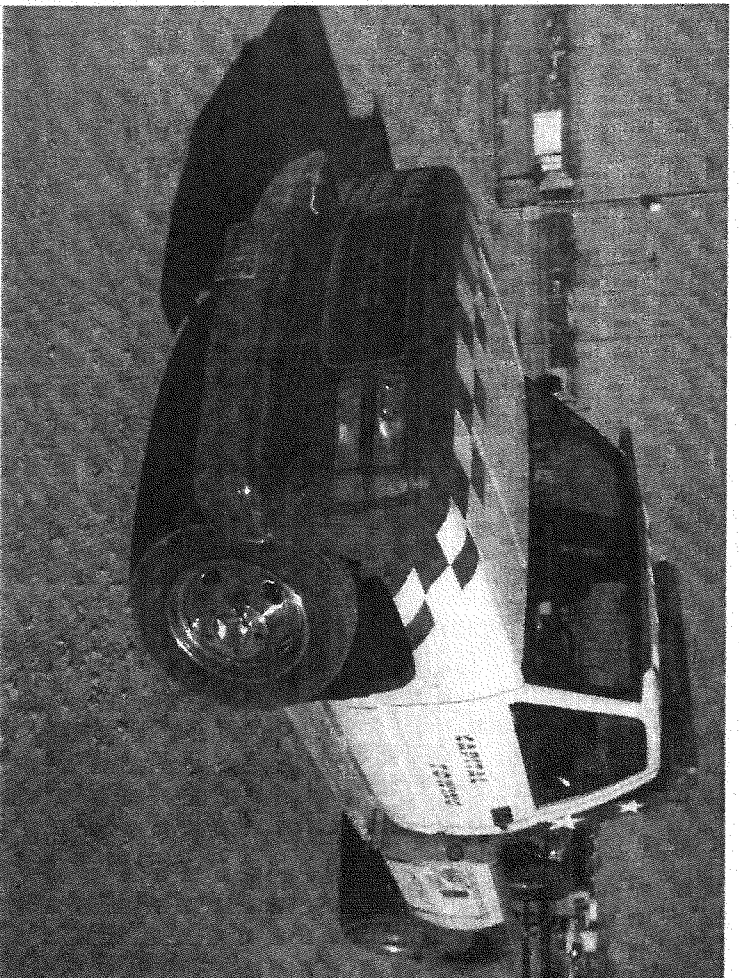
Remarks: An automobile liability policy or proof of financial responsibility is required in Nebraska. By paying the required registration fees, every person whose name appears on the registration of the motor vehicle certifies that a current and effective automobile liability policy or proof of financial responsibility will be maintained for the motor vehicle at the time of registration and while the motor vehicle is operated on a public highway of the state and that he or she will also provide a current and effective automobile liability policy evidence of insurance, or proof of financial responsibility for the motor vehicle upon delivery.

Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within sixty days from the date of the loss or transfer.

Mobile# 5 Licensed Spare Truck



Mobile# 6 Spare Truck



Mobile# 7

State of Nebraska - Vehicle Registration D 0492003

ANDY STEERING, COUNTY TREASURER
LANCASTER CO., LINCOLN, NE 68603

2011041911031103
2011041911025685

State of Nebraska - Registration Receipt

Renew online at: www.clickdmv.ne.gov

Tax & Fee Summary

2010	1	Tax District	TD1	GVWR	15,000	Year	94	MTR VEH FEE	10.50
Make	GMC	Model	SIERRA C3500-HD	Style	CHASSIS & CAB	Reg Date	4/19/2011	CO/RR/DN/VEHS	5.50
V.I.N.	1GDKC34F1R510568	Exp Date	MAY 2012	Plate Fee	96.00	WHEEL TAX	189.00		
Total Paid	296.60								

Plate Number SEH332 Type/Class TC TC Series Year 11 Tax Filing Reg Weight 7 Tons
Reg Number 102280972 Reg Type RR Reg Date 4/19/2011 Exp Date MAY 2012
V.I.N. 1GDKC34F1R510568 Title Number 05138020153 Total Paid 296.60
Vehicle Info
1994 GMC DIESEL CHASSIS & CAB
SIERRA C3500-HD TOW TRUCK
Owner Info
CAPITAL TOWING
101 CHARLESTON STREET
LINCOLN NE 68508

REMARKS CK 20384

4/19/2011

3822366

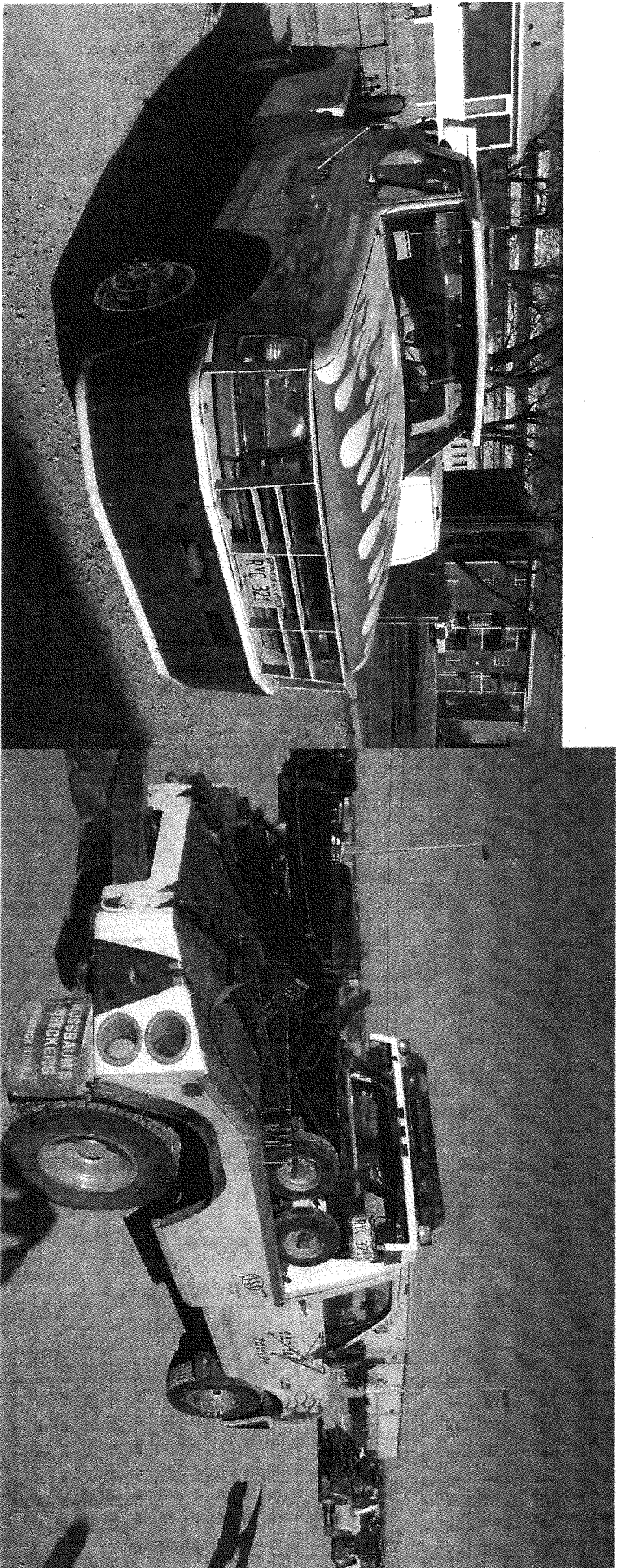
Total Paid 296.60

As automobile liability policy or proof of financial responsibility is required in Nebraska. By doing the required registration fees, every person whose name appears on the registration of the motor vehicle certifies that a current and effective automobile liability policy or proof of financial responsibility will be maintained for the motor vehicle at the time of registration and while the motor vehicle is operated on a public highway of the state and that he or she will also provide a current and effective automobile liability policy evidence of insurance, or proof of financial responsibility for the motor vehicle upon demand.

Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within sixty days from the date of the loss or transfer.

Mobile# 7

17



Mobile# 8

#8

State of Nebraska - Vehicle Registration D 0663874

ANDY STEERING, COUNTY TREASURER
LANCASTER CO., LINCOLN, NE 68503

201100711420639 State of Nebraska - Registration Receipt
2011100711363883 Renew online at: www.clickdmv.ne.gov

Plate Number RYC321 Type/Class TC Series Year 11 Tax Flag Reg Weight 7 Tons
Reg Number 102429970 Reg Type NR Reg Date 10/07/2011 Exp Date SEP 2012
V.I.N. 1FDLF47F8VEAS2219 Title Number 11280020129 Total Paid 495.50
Vehicle Info FORD DIESEL CHASSIS & CAB
1997 LGT CONVTL F-F-SUPER WHI

Owner Info
CAPITAL TOWING
101 CHARLESTON STREET
LINCOLN NE 68508

LLI
REMARKS 8 MO CR

10/07/2011

Tax District 1 TD1 2010 GWR 14,500
Make FORD Year 97
Model LGT CONVTL F-F-SUPER
Style CHASSIS & CAB
V.I.N. 1FDLF47F8VEAS2219
Reg Date 10/07/2011
Exp Date SEP 2012
11280020129
3971364

Tax & Fee Summary

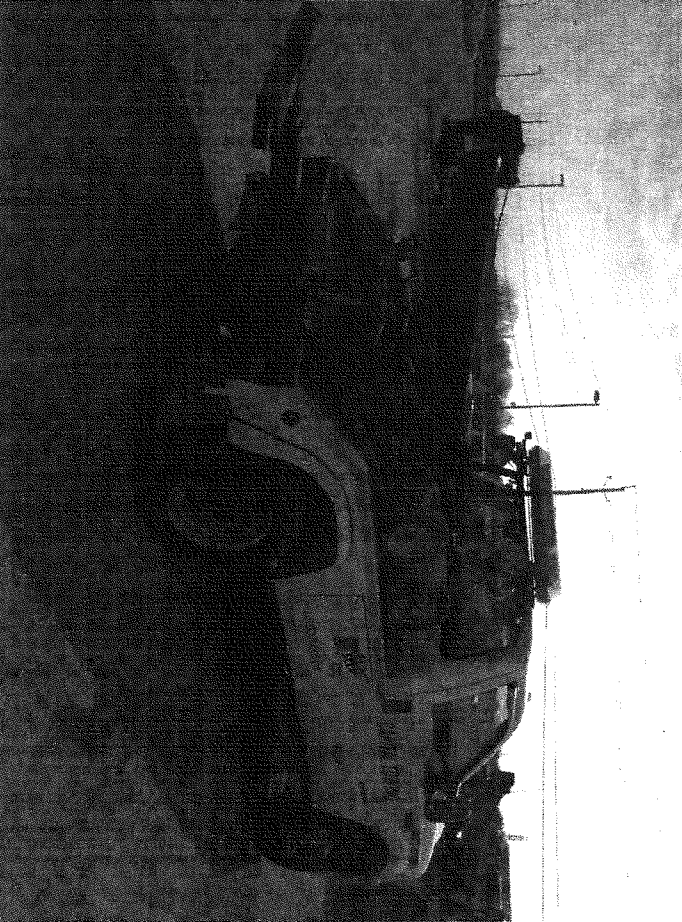
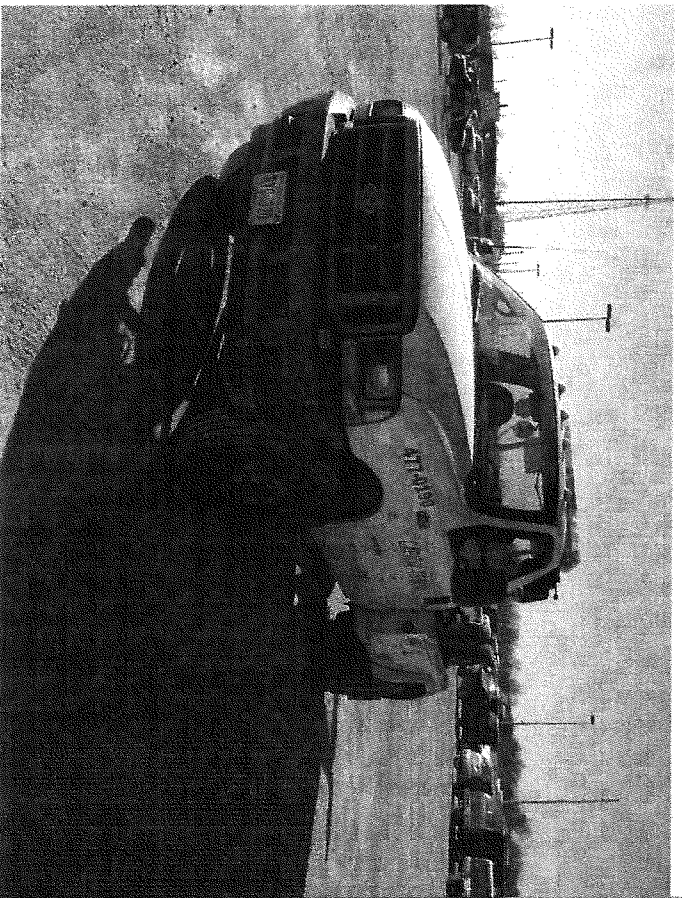
MTR VEH FEE 8.00
CORR/DMA/EMS 5.50
REG. FEE 42.50
TITLING FEES 10.00
WHEEL TAX 79.50
SALES TAX 350.00

Total Paid 495.50

By submitting liability policy or proof of financial responsibility to registration in Nebraska, the registrant agrees, every person whose name appears on the registration of the motor vehicle certifies that a current and valid liability policy or proof of financial responsibility will be maintained for the motor vehicle at the time of registration and while the vehicle is operated on a public highway of the state and that he or she will also provide a current and effective automobile liability policy evidence of insurance, or proof of financial responsibility for the motor vehicle upon demand.

Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within sixty days from the date of the loss or transfer.

Mobile# 8



Mobile# 9

#49

State of Nebraska - Vehicle Registration D 0475448
 ANDY STEERING, COUNTY TREASURER
 LANCASTER CO., LINCOLN, NE 68508

State of Nebraska - Registration Receipt
 2011080913131121
 2011080913131121
 Renew online at: www.clickdmv.ne.gov

Plate Number RYC320 Type/Class TC, TC Series Year 11 Tax Flag Reg Weight 8 Tons
 Reg Number 102247225 Reg Type RR Reg Date 3/09/2011 Exp Date MAR 2012
 V.I.N. 1FDXF46F21ED60290 Title Number 10060020157 Total Paid 456.60
 Vehicle Info
 2001 FORD
 DRW SUPER DUTY F450 DIESEL CHASSIS & CAB
 WHI
 Owner Info
 CAPITAL TOWING
 101 CHARLESTON STREET
 LINCOLN NE 68508

JAM
 REMARKS
 3/09/2011

Tax District 1 TD1 Tax 15.000
 2010 Make FORD Year 01
 Model DRW SUPER DUTY F450
 Style CHASSIS & CAB
 V.I.N. 1FDXF46F21ED60290
 Reg Date 3/09/2011
 Exp Date MAR 2012
 10060020157
 3788619
 Total Paid 456.60

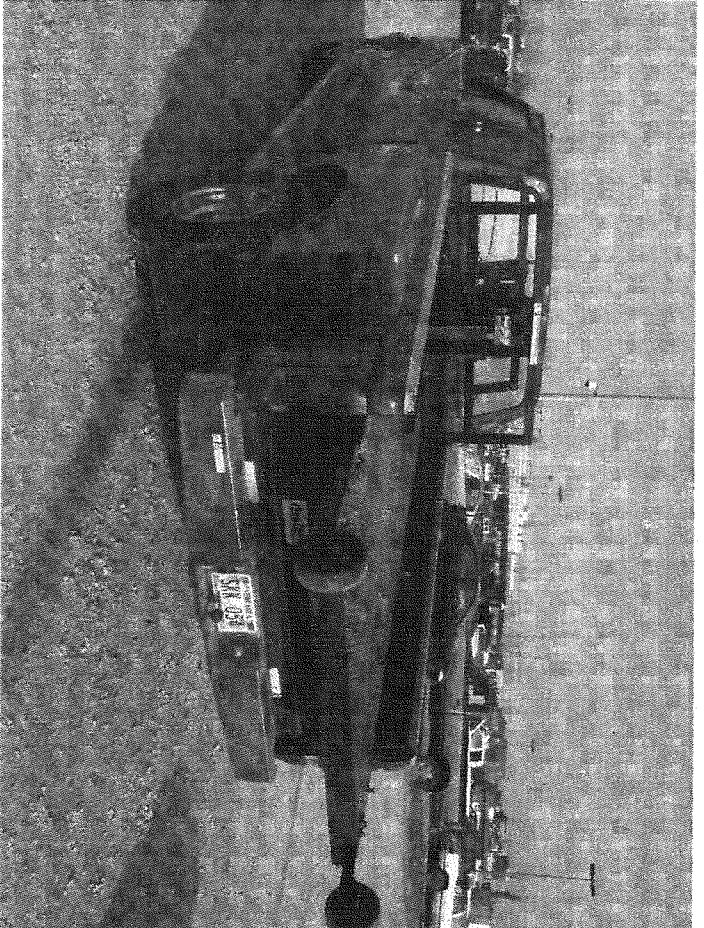
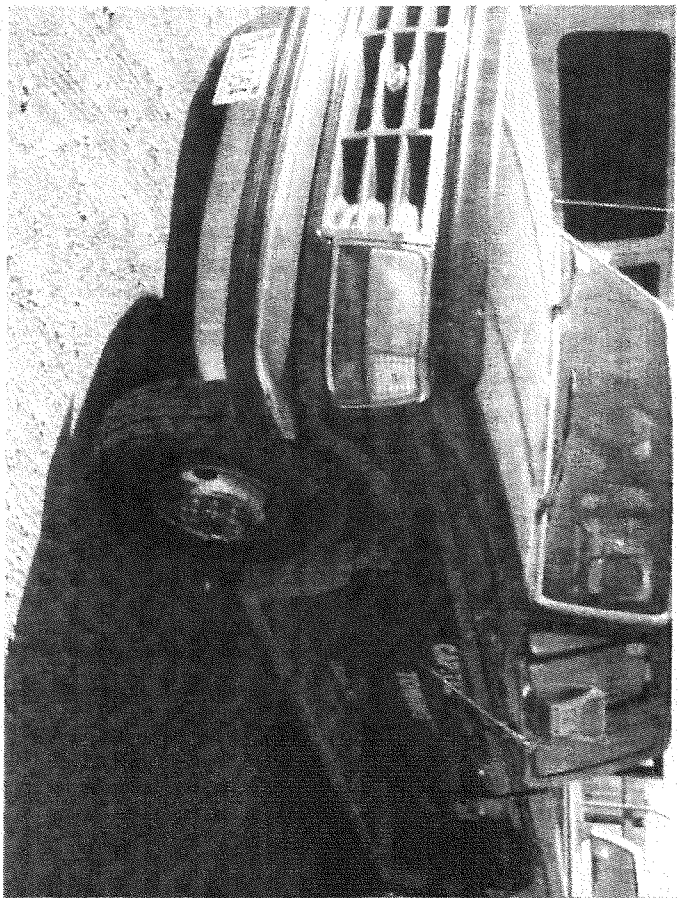
Tax & Fee Summary

MTR VEH TAX	54.00
MTR VEH FEE	10.50
CO/RR/DW/EMS	5.50
REG. FEE	110.00
PLATE FEE	6.60
WHEEL TAX	270.00
Total Paid	456.60

No automobile liability policy or proof of financial responsibility is required in Nebraska. By paying the required fees, every person whose name appears on the registration of the motor vehicle certifies that a current and effective automobile liability policy or proof of financial responsibility will be maintained for the motor vehicle at the time of registration and while the motor vehicle is being driven on a public highway of the state and that he or she will also provide a current and effective automobile liability policy evidence of insurance, or proof of financial responsibility for the motor vehicle upon demand.

Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within **sixty days** from the date of the loss or transfer.

Mobile# 9



Mobile# 10 Motorcycle Truck

10

State of Nebraska - Vehicle Registration D0611638

State of Nebraska - Registration Receipt

2011070611389649
Renew online at: www.clickdmv.ne.gov

Plate Number SKK054
Reg Number 102350453
V.I.N. 1FTJX35G1SEA64884
Vehicle Info 1995 FORD LGT CONVTL F F350
Type/Class TC TC
Reg Type NR
Title Number 11187020168
Series Year 11
Reg Date 7/06/2011
Exp Date JUL 2012
Total Paid 407.10
Tax Flag
Reg Weight 8 Tons
GAS CLUBCAB PICKUP

Owner Info
CAPITAL TOWING
101 CHARLESTON
LINCOLN NE 68508

TW
REMARKS EXEMPT #1

7/06/2011

2010
Make FORD
Model LGT CONVTL F F350
Year 95
Style CLUBCAB PICKUP
V.I.N. 1FTJX35G1SEA64884
Reg Date 7/06/2011
Exp Date JUL 2012
3891847

Tax & Fee Summary

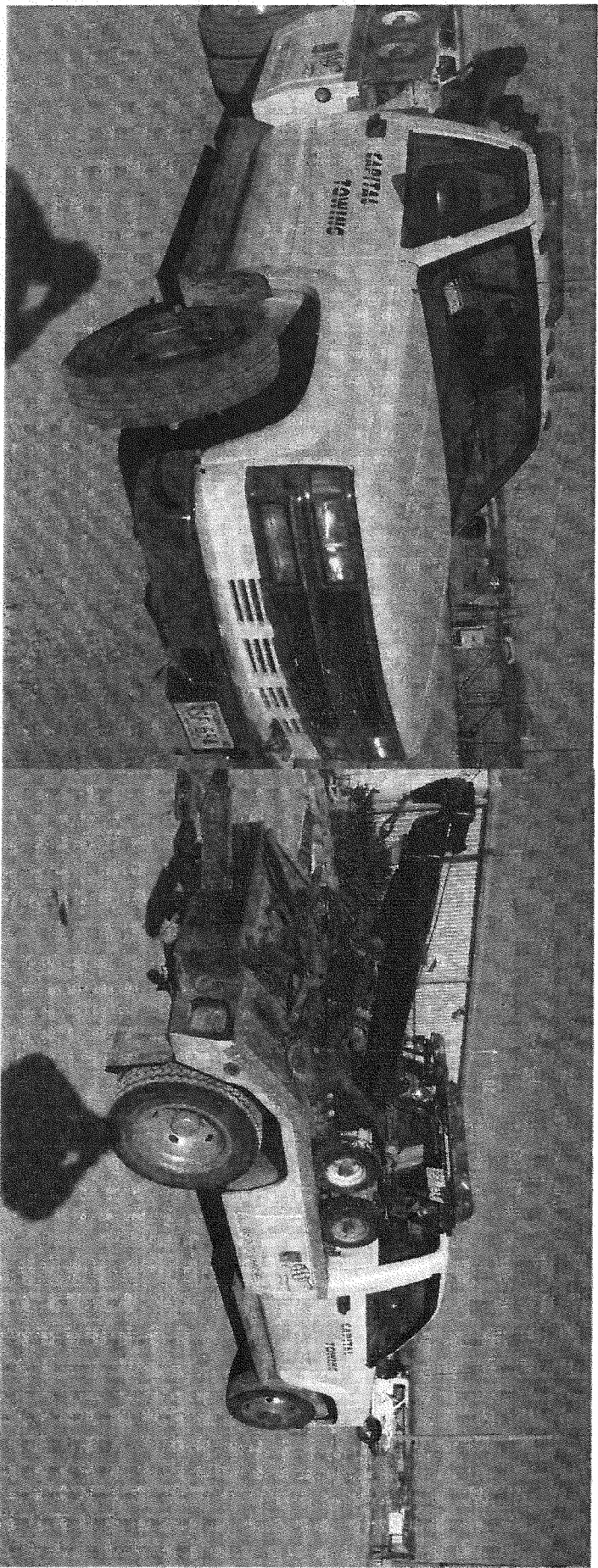
MTR VEH FEE 5.00
CO/RD/M/EMS 5.50
REG. FEE 110.00
PLATE FEE 6.60
TITLING FEES 10.00
WHEEL TAX 270.00

Total Paid 407.10

Any automobile liability policy or proof of financial responsibility is required in Nebraska. By paying the required registration fees, the person whose name appears on the registration of the motor vehicle certifies that a current and effective automobile liability policy or proof of financial responsibility will be maintained for the motor vehicle at the time of registration and while the motor vehicle is operated on a public highway of the state and that he or she will also provide a current and effective automobile liability policy evidence of insurance, or proof of financial responsibility for the motor vehicle upon demand.

Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within sixty days from the date of the loss of transfer.

Mobile# 10 Motorcycle Truck



Mobile# 11

State of Nebraska - Vehicle Registration E 0867079

ANDY STEERING, COUNTY TREASURER
LINCOLN CO. - LINCOLN, NE 68503

2012011810303088
2012011810303081

State of Nebraska - Registration Receipt

Renew online at: www.dhs.state.ne.gov

Tax & Fee Summary

MTR VEH TAX	25.20
MTR VEH FEE	10.50
COV/RD/W/EMS	5.50
REG. FEE	85.00
WHEEL TAX	224.00
Total Paid	350.20

Plate Number	Type/Class	Series Year	Tax Pkg	Reg Weight
RSF684	TC	11		7 tons
Reg Number	Reg Type	Reg Date	Exp Date	
10249837	RR	1/19/2012	JAN 2013	
V.I.N.	Title Number		Total Paid	
3GDKC34F71M116581	07003020188		350.20	
Vehicle Info				
2001	GMC			
SIERRA C3500-HD	DIESEL			
WHI	TOW TRUCK			

Owner Info
CAPITAL TOWING
101 CHARLESTON STREET
LINCOLN NE 68508

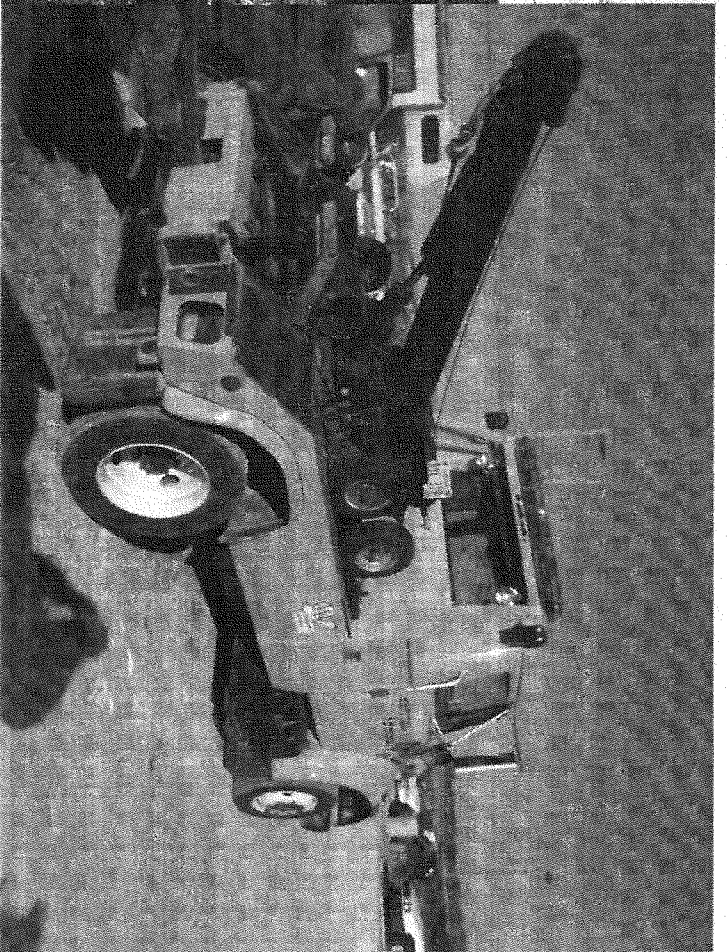
MG
REMARKS

1/19/2012

The undersigned hereby certifies that the information provided in this document is true and correct. By paying the required registration fees, only a temporary license is issued. The registration of the motor vehicle expires on the date of the expiration of the temporary license. The undersigned hereby certifies that the information provided in this document is true and correct. By paying the required registration fees, only a temporary license is issued. The registration of the motor vehicle expires on the date of the expiration of the temporary license. The undersigned hereby certifies that the information provided in this document is true and correct. By paying the required registration fees, only a temporary license is issued. The registration of the motor vehicle expires on the date of the expiration of the temporary license.

Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within sixty days from the date of the loss or transfer.

Mobile# 11



Mobile# 12 Medium Duty

#12

State of Nebraska - Vehicle Registration D 0475449

ANDY STEEBING, COUNTY TREASURER
LANCASTER CO., LINCOLN NE 68508

Plate Number HYC319	Type/Class TC TC	Series Year 11	Tax Flag 13 Tons	Reg Weight 13 Tons
Reg Number 102247223	Reg Type NR	Reg Date 3/09/2011	Exp Date MAR 2012	Total Paid 576.80
V.I.N. 1HTSCAEM4YH260732	Title Number 11068020172			
Vehicle Info 2000 INTERNATIONAL 4000 SERIES 4700 DIESEL CONVENTIONAL CAB 4X2 8CYL				

Owner Info
CAPITAL TOWING
101 CHARLESTON STREET
LINCOLN NE 68508

JAN 3/09/2011

Any automobile liability policy or proof of financial responsibility for damaged in Nebraska. By making the required registration fees, every person whose name appears on the registration of the motor vehicle certifies that a current and effective automobile liability policy or proof of financial responsibility will be maintained for the motor vehicle at the time of registration and while the motor vehicle is operated on a public highway of the state and that he or she will also provide a current and effective automobile liability policy evidence of insurance, or proof of financial responsibility for his motor vehicle upon demand.

State of Nebraska - Registration Receipt

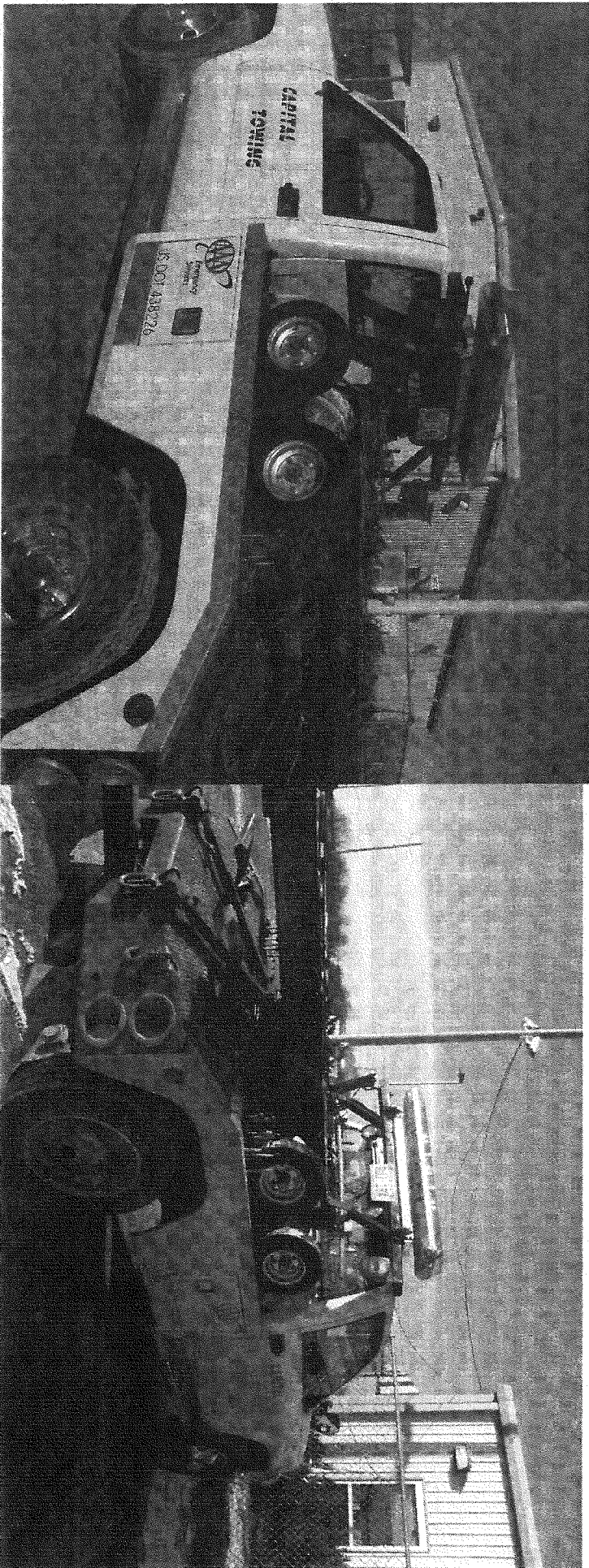
2011030913124803
2011030913112293
Renew online at: www.eclerkdiv.ne.gov

2010	1	Tax District TD1	21,500	Year 00
Make INTERNATIONAL	Model 4000 SERIES 4700	Style CONVENTIONAL CAB	V.I.N. 1HTSCAEM4YH260732	Reg Date 3/09/2011
Exp Date MAR 2012	11068020172			
3798617	Total Paid 576.80			

Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within sixty days from the date of the loss of transfer.

Tax & Fee Summary	
MTR VEH TAX	39.20
MTR VEH FEE	10.50
CONTRAD/VIEWS	5.50
REG FEE	235.00
PLATE FEE	6.80
TITLING FEES	10.00
WHEEL TAX	270.00

Mobile# 12 Medium Duty



Mobile# 13

State of Nebraska - Vehicle Registration D 0645971

ANDY STEBBING, COUNTY TREASURER
LANCASTER CO., LINCOLN, NE 68508

20120227/13045695
20120227/13045698

State of Nebraska - Registration Receipt # 13
Renew online at: www.clickdmv.ne.gov

Plate Number RUJ184 Type/Class TC
Reg Number 102525662 Reg Type RR
V.I.N. 3GBKC34F41M103652 Title Number 08046020205
Vehicle Info
2001 CHEVROLET
GMT-400 C3600-HD DIESEL CHASSIS & CAB
WHI

1 TD-1
2011 GVWR 15,000
Make CHEVROLET
Model GMT-400 C3600-HD
Style CHASSIS & CAB
V.I.N. 3GBKC34F41M103652
Reg Date 2/27/2012
Exp Date FEB 2013
08046020205
4067246

Tax & Fee Summary
MTR VEH TAX 25
MTR VEH FEE 10
CO/RD/MV/EMS 5
REG. FEE 85
WHEEL TAX 224
Total Paid 360.

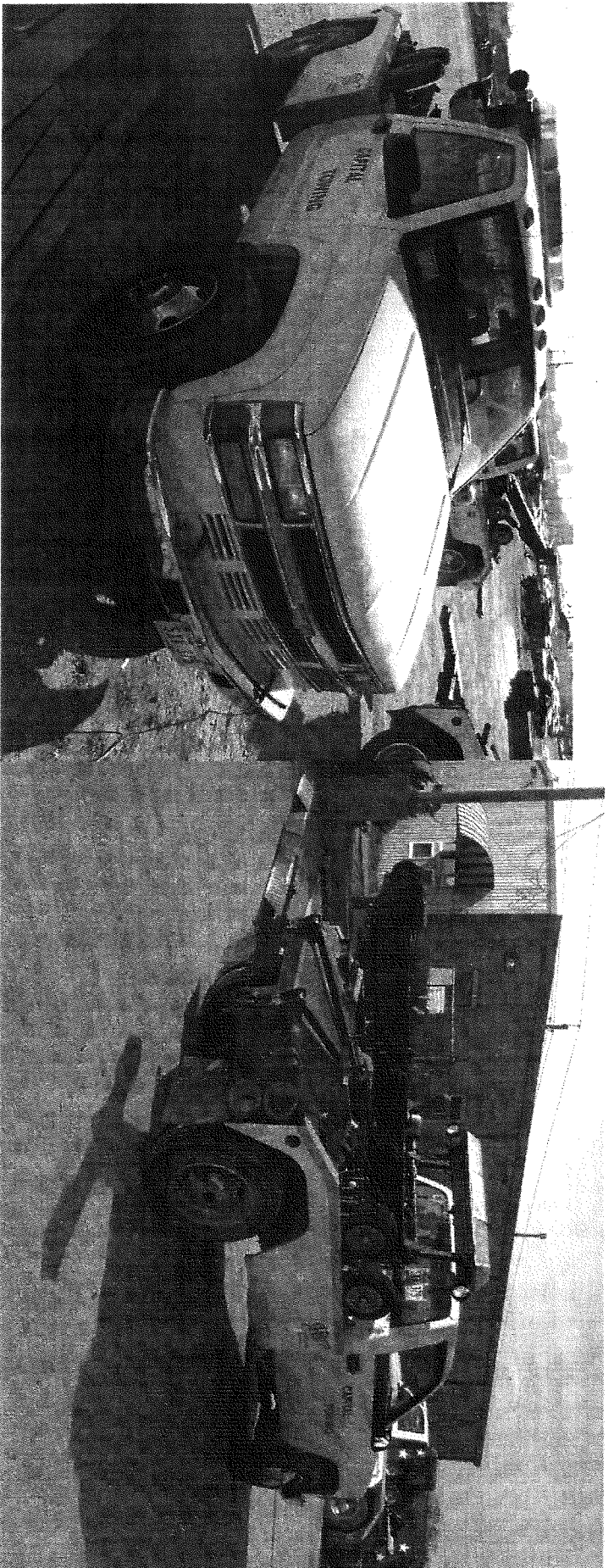
Owner Info
CAPITAL FLOWING INC
101 CHARLESTON ST
LINCOLN NE 68508

DL
REMARKS
2/27/2012

By submitting this liability policy, you agree to financial responsibility for the motor vehicle. By paying the required registration fees, you are not required to provide evidence of financial responsibility for the motor vehicle. If you are not required to provide evidence of financial responsibility for the motor vehicle, you will be considered for the motor vehicle at the time of registration and while the motor vehicle is operated on a public highway and that no other law will also provide a current and effective automobile liability policy evidence of insurance, or proof of financial responsibility for the motor vehicle upon demand.

Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within sixty days from the date of the loss or transfer.

Mobile# 13



Mobile# 14

I

201111509592973
201111509583958

State of Nebraska - Registration Receipt
Renew online at: www.clickdmv.ne.gov

Renew online at: www.clickdttv.no.gov

2010	1	Tax District	TD1
Make	GMC		
Model	Sierra C3500-HD		
Style	CHASSIS & CAB		
V.I.N.			
Year	84		
MTR VEH FEE		5.00	
CO/RR/DNM/EMS		5.50	
REG. FEE		110.00	
PLATE FEE		6.60	
TITLING FEES		10.00	
WHEEL TAX		320.00	
SALES TAX		1,050.00	

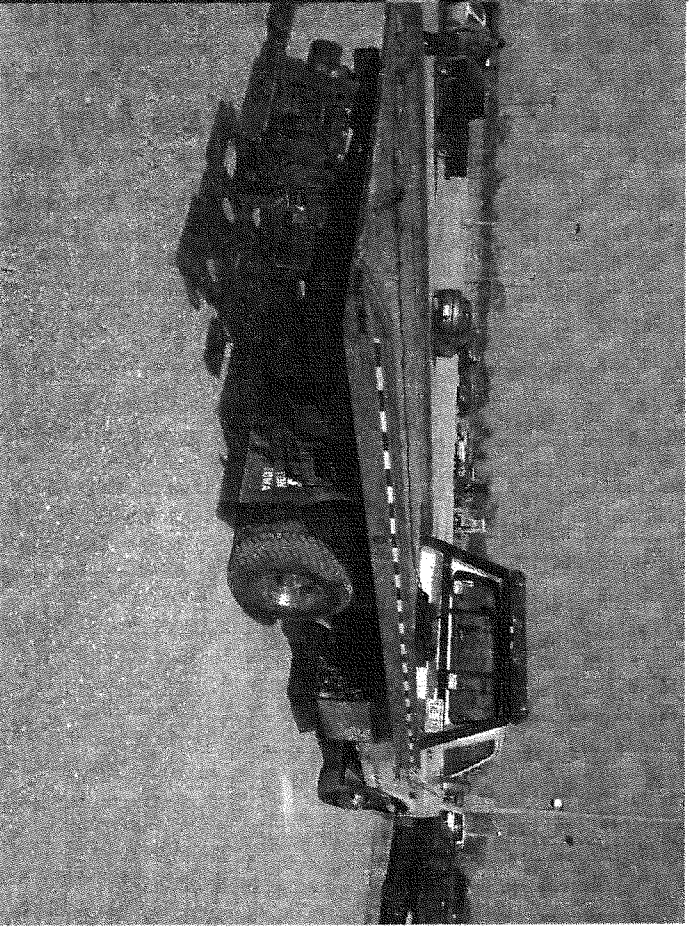
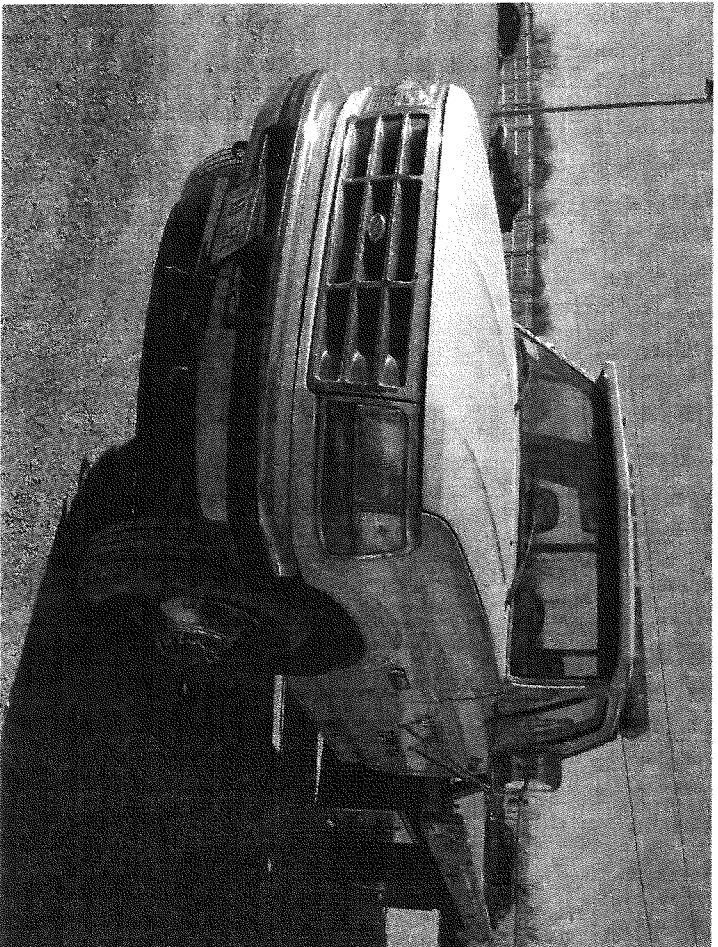
Reg Date
11/15/2011
Exp Date

11/15/2011

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Total Paid	1,507.10
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Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within **sixty days** from the date of the loss or transfer.



Mobile# 18 Flatbed

State of Nebraska - Vehicle Registration B 0866194

ANDY STEERING, COUNTY TREASURER
LANCASTER CO. - LINCOLN, NE 68503

2011121619515079
2011121610502463

State of Nebraska - Registration Receipt
Renew online at: www.clickdriv.ne.gov

Plate Number TAD321
Type/Class TC TC
Reg Number 102476289
Reg Type NR
V.I.N. 1FDLF47F0SEA22479
Title Number 11350020114
Total Paid 482.10
Vehicle Info
1995 FORD
LGT CONVNTNL F-F-SUPER
DIESEL CONVENTIONAL CAB

Owner Info
CAPITAL TOWING
101 CHARLESTON ST
LINCOLN NE 68508

REMARKS ST EX-#2

12/16/2011

#18

2010 1 TD1
Make FORD
Model LGT CONVNTNL F-F-SUPER
Style CONVENTIONAL CAB
V.I.N. 1FDLF47F0SEA22479
Reg Date 12/16/2011
Exp Date DEC 2012
11350020114
4017683

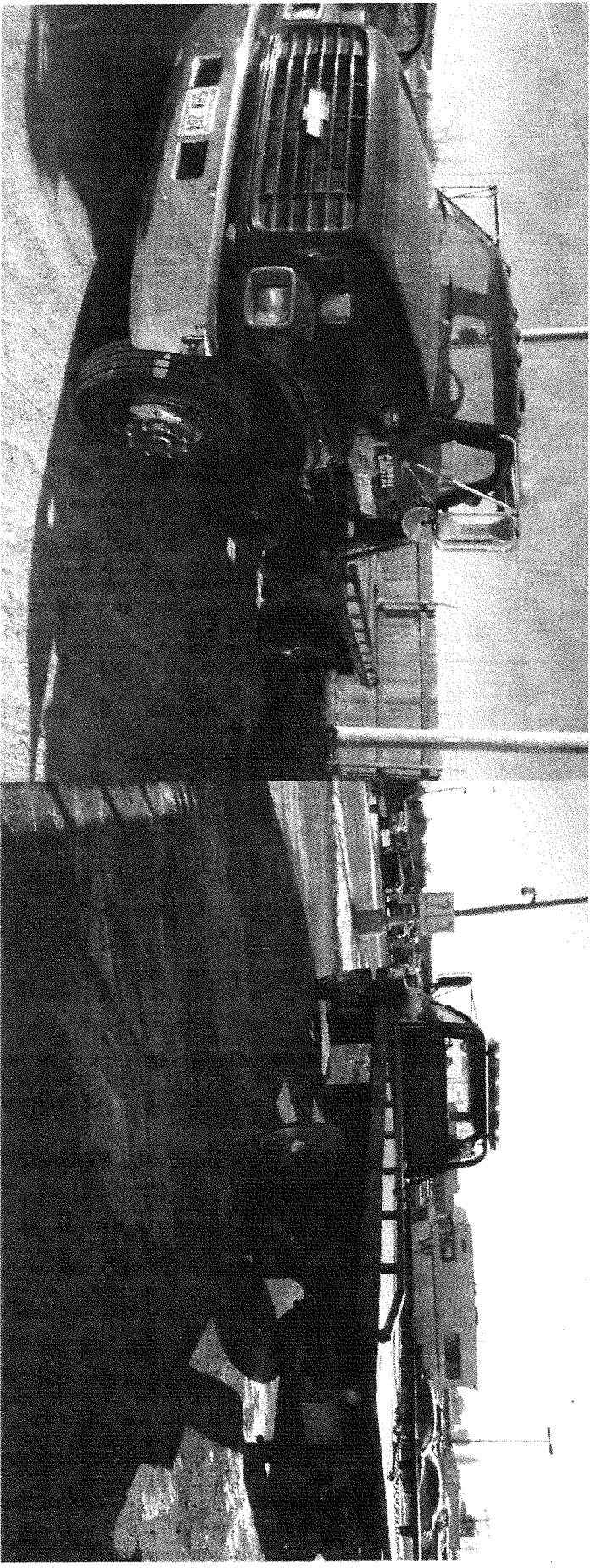
Tax & Fee Summary

MTR VEH FEE 5.00
COR/RD/M/EMS 5.50
REG. FEE 135.00
PLATE FEE 6.60
TITLING FEES 10.00
WHEEL TAX 320.00
Total Paid 482.10

An automobile liability policy or proof of financial responsibility is required in Nebraska. By using the motorist registration form, every person whose name appears on the registration of the motor vehicle certifies that a current and effective automobile liability policy or proof of financial responsibility will be maintained for the motor vehicle at the time of registration and while the motor vehicle is operated on a public highway of this state and that he or she will also provide a current and effective automobile liability policy evidence of insurance, or proof of financial responsibility for the motor vehicle upon demand.

Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within sixty days from the date of the loss or transfer.

Mobile# 18 Flatbed



Mobile# 19 Flatbed

State of Nebraska - Vehicle Registration D 0534658

ANDY STEERING, COUNTY TREASURER
LANCASTER CO. - LINCOLN, NE 68508

2011061411335047
2011061411335035

State of Nebraska - Registration Receipt

Renew online at: www.clickdmv.ne.gov

Tax & Fee Summary

MTR VEH TAX	84.00
MTR VEH FEE	21.00
CO/RD/MV/EMS	5.50
REG. FEE	236.00
PLATE FEE	6.60
WHEEL TAX	270.00
Total Paid	622.10

Plate Number SHW264 Type/Class TC TC Series Year 11 Tax Filing Reg Weight 13 Tons
Reg Number 102331015 Reg Type RR Reg Date 6/14/2011 Exp Date JUN 2012
V.I.N. 1GBJ6H1C72J502712 Title Number 05173020139 Total Paid 622.10
Vehicle Info CHEVROLET DIESEL CONVENTIONAL CAB
C-SERIES C6500
BLK

Owner Info
CAPITAL TOWING
101 CHARLESTON STREET
LINCOLN NE 68508

JAM
REMARKS

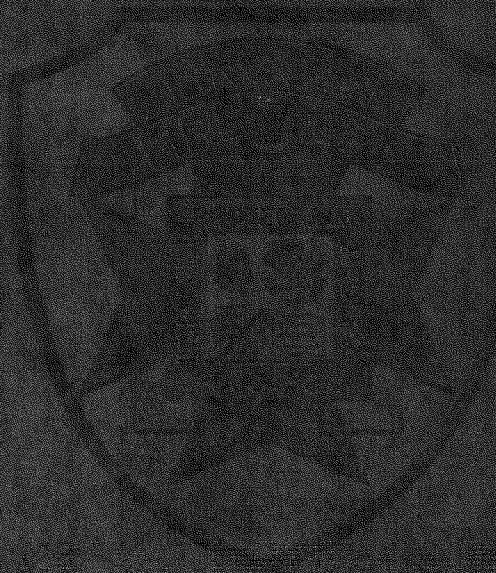
6/14/2011

An enforceable liability policy or proof of financial responsibility is required in Nebraska. By paying the required registration fees, every person whose name appears on the registration of the motor vehicle certifies that a current and enforceable liability policy or proof of financial responsibility will be maintained for the motor vehicle at the time of registration and while the motor vehicle is operated on a public highway of the state and that he or she will also provide a current and enforceable liability policy evidence of insurance, or proof of financial responsibility for the motor vehicle upon demand.

Requests for refunds or credits of fees upon loss of possession or transfers of ownership of motor vehicle must be made within sixty days from the date of the loss or transfer.

#19

Mobile# 19 Flatbed



PROBATION

JIM R. SWANSON
SOUTHWESTERN

and their staff at a special meeting
of the union on Friday, June 10, 1966, at
the union in Washington, D.C. The meeting
discussed the union's position on the
proposed changes in the contract.

Union News & Record



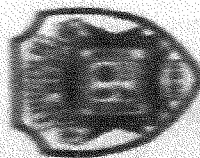
Citizens Certificate of Merit

Awarded to

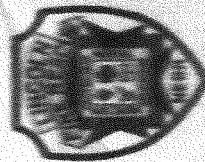
JIM SCHWARTZTRAUBER

Capital Towing has been an important business contact for Lincoln Fire & Rescue. Owner Jim Schwartztrauber has gone above and beyond in meeting the needs of LFR. Without the help of Jim and his crews we would be unable to deliver the required auto extrication training. The skill and ability of Jim and his crews speak highly of his commitment in serving the community. No matter time or condition, Jim has provided safe work areas and vehicles for training. Because of his commitment, support and service to LFR, we honor Jim tonight.

March 10, 2011



Mark L. ...
Fire Chief





Lincoln Fire & Rescue

1801 "Q" Street
Lincoln, Nebraska 68508



402-441-7363
fax: 402-441-7098



LINCOLN
The Community of Opportunity

MAYOR CHRIS BEUTLER

lincoln.ne.gov

August 10, 2011

Capital Towing, Inc.
101 Charleston Street
Lincoln, NE 68508

To Whom It May Concern,

Over the course of the past year Capital Towing has allowed us to use approximately 50 vehicles for training. LFR personnel have studied, burned, cut apart, and disassembled these vehicles. This practical, hands on training has been invaluable. The Capital Towing personnel have spent considerable time and effort setting up and preparing these vehicles for our use. It would be difficult to calculate the setup and preparation time savings alone to our personnel; not to mention the savings appreciated by the department and the city for the use of these vehicles. LFR highly recommends the cost savings to the department and the city should be considered when determining Capital Towing's future relationship with the city.

Sincerely,

Patrick V. Borer
Assistant Chief of Support Services
Lincoln Fire & Rescue

PB\jm

• JIM PETERSON AUCTION CO •

Real Estate & Personal Property

2208 A Street / Lincoln, NE 68502

(402) 477-2273 / www.petersonauctions.com / Fax: (402) 477-2273

July 25, 2011

Subject: Capital Towing

RE: Contract Renewal for City of Lincoln

To whom it may concern:


I am writing in support of the City of Lincoln to continue their relationship with Capital Towing for the city's towing and impoundment services. For the past 11 years I have worked closely with the ownership and staff of Capital Towing as my crew and I conduct the auctions for the Lincoln Police Dept. on a mostly monthly basis. I have always found the entire staff of Capital Towing to be accommodating and helpful to me in my 3 to 4 visits per month to the tow lot in preparation for the auction as well as the auction date itself. Never once have I observed anyone associated with Capital Towing to be discourteous or unfair to the public as they conduct the City's business of enforcing parking violations, accident towing, impoundment and related business.

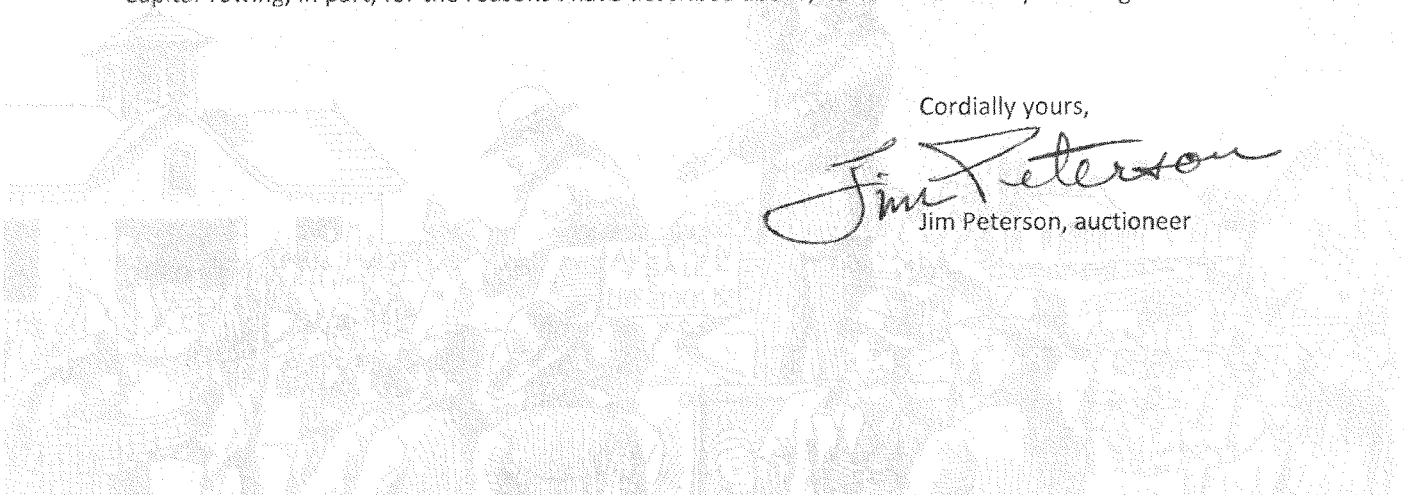
In fact, any displays of discourtesy that I have observed have come from the public. Keep in mind, most people do not choose to do business with a towing company and Capital Towing is the city's enforcement arm for our parking laws and such. The buck stops with them and people are not always in a good mood when they arrive to reclaim their vehicle. But while I am on the scene at their location, I have always thought them to be professional and courteous in spite of the attitudes they must contend with at times.

When it comes to the auction day, on many occasions, they have pointed out something of note about a particular abandoned vehicle up for auction which in turn makes for a better sale price for the vehicle and in turn more money back to the city all without revealing owner identity or any unfairness to anyone involved with the abandoned or unclaimed vehicle.

It is my hope that the City of Lincoln will continue to allow Jim and Sara Schwartztrauber, dba Capital Towing, in part, for the reasons I have described above, to conduct the city's towing business.

Cordially yours,


Jim Peterson, auctioneer





**Security
First
Bank**

5505 Red Rock Lane

Lincoln, NE 68516

402-323-8045

Fax: 402-323-8041

Jason Peters
Security First Bank
5505 Red Rock Lane
Lincoln, NE 68516
August 8, 2011

To Whom It May Concern:

James and Sara Schwartztrauber/Capital Towing have been banking with Security First Bank for over 20 years. Personally, I have been doing business with the James and Sara for almost 10 years. James and Sara have been financially responsible with their business affairs and have been a pleasure to work with. In my opinion, Capital Towing seems to be in a secure financial position. At this time, neither Capital Towing nor James and Sara have and debts owed to Security First Bank. Prior debts were paid on a timely basis and even ahead of the scheduled amortizations.

If you would like additional information about James and Sara, you can telephone me at (402) 323-8035.

Sincerely,

Jason Peters
Vice President
Security First Bank

**OFFICE OF THE SHERIFF
SEWARD COUNTY
Joseph O. Yocum, Sheriff**

**261 South 8th Street
Seward, NE 68434**

**Phone: (402) 643-2359
Fax: (402) 643-4852**

To Whom it May Concern:

I am writing this letter on behalf of Capital Towing. We have used Capital Towing for many years and have always had very good service from this company. They have always been very prompt when called to the scene of any accident we have needed them at. The driver's have always been very professional and helpful at all the calls.

Over the past several years we have had the pleasure of working with Capital Towing on many occasions during the winter when the weather was very bad and dangerous on Interstate 80. The drivers have always been safety conscious and helped the deputies by removing the vehicle's as quickly as possible under hazardous conditions.

We have never received any complaints from citizens concerning any vehicle towed by Capital Towing. I have to say out of all the tow companies used by our office capital Towing is one of the best.

Sincerely:



Patrol Sgt Mike Vance 9164
Seward County Sheriff's Office



SOUTHWEST RURAL FIRE PROTECTION DISTRICT

705 West Burnham Street
Lincoln, NE 68522
Phone: (402) 423-0230
Fax: (402) 423-0938
E-mail: chief@swfire.org

August 11, 2011

Ladies and Gentlemen:

Americans have a love affair with vehicles. We are fortunate in this country to have the freedom to purchase any car that we want and take it anywhere we please. Our cars are part of our personal identity. Millions of miles are driven each year for work and play. This equates to a convergence of traffic that sometimes, unfortunately, doesn't end well. 37,000 Americans are killed on our roadways each year. While a great deal of engineering has made our passenger vehicles safer, increased population and a variety of other factors make collisions inevitable.

When these collisions occur, it takes well trained auto extrication practitioners to disentangle victims from the wreckage and get them to a lifesaving surgical suite. Southwest Fire has hosted a vehicle extrication course twice in the past three years that provides intense hands-on training to local emergency service responders in freeing victims from car collisions. The training is scenario-based; it requires extensive use of tools such as the Jaws-of-Life on actual wrecked vehicles. Students learn a variety of techniques on extricating patients from small cars, mini-vans, pickups, trucks, and sport-utility vehicles. The techniques used are mission-focused and can literally make the difference between life and death.

Last year, Capital Towing played a pivotal role in the course. They not only provided us with an area to train; they also bent over backwards in allowing us to utilize 30 of their wrecked vehicles. Their staff was even so kind as to place the vehicles in varying positions in order to provide us with realistic and challenging scenarios. Their participation was critical in ensuring the success of the class.

It is my understanding that the City's contract with Capital Towing is up for renewal this year. I would like to offer my wholehearted endorsement for you to continue utilizing their services. Their encouragement and support of our training in lifesaving activities pays intangible dividends and demonstrates that they are undoubtedly good stewards of humankind. It also means that they demonstrate high moral and ethical standards that are congruent with solid and fiscally responsible business practices. I urge you to give them your every consideration.

Respectfully,


Adam T. Powers
Assistant Fire Chief

Southwest Rural Fire Protection District is an Equal Opportunity Employer (EOE) and a drug-free workplace.

**CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676**

Exclusive City Tow Option

We understand that the city is considering the option of having the contractor for towing be exclusive to the City of Lincoln, along with any other government entities wishing to be included.

We will submit the requested figures to be in compliance with the bid specs, however, we would like to make it clear that this is not an option that Capital Towing would be willing to entertain.

We do not feel that it is possible to set tow and storage prices high enough to make this contract financially stable. We have never tried to give any other impression than that our business absolutely depends on our private property towing business to be successful.

Towing 467.4% increase from bid price.

Storage 391% increase from bid price.

As far as other associated fees. I would add a \$55.00 admin fee to each vehicle towed.

CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676

COMPLAINT RESOLUTION PROCESS

Should a complaint be filed about the actions of an employee it is something we take very seriously. Our employees are representatives of this company. If the complaint is the result of something done on the street, by a driver, we make every attempt to speak to anyone who was in the area at the time. We will contact either the officer or the parking enforcement officer to ask questions, and get their opinion of everything that transpired during the tow. We then speak to the driver. Rarely is the driver at the scene with a vehicle owner after the officer or the parking enforcement officer leave, therefore, we should be able to determine if this is an angry vehicle owner, or if the driver was indeed out of line. If there was no one in the area, we must rely upon past attitude and behavior of the driver, as well as the attitude and demeanor of the complainant when they speak to someone other than the driver. Should it be determined that the driver did over-step his bounds he is given a verbal warning the first time, if it happens again, he is given a written warning, and if it goes as far as a third infraction, the driver is dismissed.

Should it be a complaint about the office personnel and the way a vehicle owner was treated or spoken to when they come to get their vehicle, it is a much easier situation to determine. This company has paid to add audio recording to our security system so that everything that occurs at the office window is recorded, audio and visual. When a complaint is made, one of the owners is contacted to review the tape and make a determination. We also make a copy of the time frame from when the vehicle owner came into the office until they leave. Should it be determined that the dispatcher was not out of line, and the vehicle owner was angry and looking for an argument, we offer to let the owner come in and review the tape, that is usually the end of the complaint. If it is found that the dispatcher did use words or an attitude that are unacceptable, the same protocol is filed as if it was a driver, a verbal warning, a written warning, and dismissal. I have dismissed office personnel because I felt they did not have the attitude necessary to work in our office.

I would be happy to furnish purchasing, or the City Council a tape of one such incident when a customer filed a complaint with the Mayor's office, speaking of how terribly they were treated and when the tape was reviewed it was quite the opposite.

CAPITAL TOWING, INC.
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676

As requested in item 24, we are documenting all additional fees which we feel are fair to charge the vehicle owner, yet not specified in the bid section.

1. We will charge to the City of Lincoln \$1.00 for any vehicle towed by the Lincoln Police Department, or the Parking Authority, which the fees are paid by credit card, to offset the credit card fees charged to this company to cover the additional \$50.00 admin fees.

2. We will charge the City of Lincoln, 1.75% of the total amount of parking tickets which are paid by credit card. This is to cover the discount fee that are assessed to this company

3. When a vehicle comes to the lot with open windows, or broken windows, it is the responsibility of the contractor to secure the vehicle against the weather. It used to be common practice to use a tarp and bungee cords to secure the vehicle. However, many times the grommets, and the hooks on the bungee cords would severely scratch the vehicle. The new, safer way to secure the vehicle is to use "shrink wrap". It is very successful in being able to completely secure the vehicle. This wrap is extremely expensive however, and there is no place other than this area to document what must be charged to offset those costs. Therefore, we are, as requested, documenting here that we will charge \$25.00 on each vehicle that must be wrapped to protect it.

4. At times, when a vehicle has been in an accident, it stays at our lot, for an extended period of time. Per Nebraska State Law we must notify the last known registered owner, as well as any lien holders. There is considerable expense that comes with this responsibility. We must pay the State for the ownership information, as well as pay for letters to be mailed by certified mail, return receipt. Therefore, any vehicle which remains on the property up to the point that this notification must be made, within the time period set forth by the State, will be assessed a \$55.00 administration fee.

5. Any vehicle requested towed by the terms of this contract, that the owner requests to be towed outside of Lincoln city limits will be assessed a \$2.00 per mile charge.

6. There are times when a driver or drivers are required by LPD or LFR to remain on stand-by at the scene of a tow for an extended period of time. These times have exceeded two hours. We would add \$25.00 per hour, or portion of which would include

the truck and the driver. These charges would help off-set the revenue lost because of the truck and driver being held out-of-service. We would require the approval of a representative of the Lincoln Police Department or the Lincoln Fire Department before adding these fees.

While we feel these additional charges are necessary to maintain the high level of service which we have provided in the past, we also will continue to provide the Lincoln Police Department with any help they request at the lot, be it jump starts, tire changes, unlocking vehicles, moving vehicles in and out of the building, mechanical assistance, bringing 40 years of mechanical background in the automotive field, all at no charge to the City of Lincoln.



CAPITAL TOWING

RADIO DISPATCHED

101 Charleston St. • Lincoln, NE 68508

(402) 475-7676

206787

Property #

DR. LICENSE #		STATE	
NAME		DATE AND TIME IN	
ADDRESS		DATE AND TIME OUT	
CITY		LICENSE NO. STATE	
YEAR	MAKE	LOT LOCATION	
MODEL	COLOR	ORDERED BY <input type="checkbox"/> OWNER <input type="checkbox"/> OTHER <input type="checkbox"/> LPD <input type="checkbox"/> LCS <input type="checkbox"/> NSP <input type="checkbox"/> UNL	
PURCHASE ORDER NO.	DRIVER	TRUCK #	1 2 3
TOWED FROM			
CARD #		EXPIRES	AUTH #
MILEAGE START	MILEAGE END	TOTAL MILES	RELEASED BY ROS
CONDITION OF VEHICLE BEFORE TOWING - DAMAGE TO FOLLOWING			
D <input type="checkbox"/> LF <input type="checkbox"/> LD <input type="checkbox"/> LR <input type="checkbox"/> F <input type="checkbox"/> RF <input type="checkbox"/> RD <input type="checkbox"/> RR <input type="checkbox"/> R <input type="checkbox"/> HOOD <input type="checkbox"/> GLASS <input type="checkbox"/> UNLOCKED			
S <input type="checkbox"/> LF <input type="checkbox"/> LD <input type="checkbox"/> LR <input type="checkbox"/> F <input type="checkbox"/> RF <input type="checkbox"/> RD <input type="checkbox"/> RR <input type="checkbox"/> R <input type="checkbox"/> HOOD <input type="checkbox"/> TIRES <input type="checkbox"/> KEYS			
VIN#		TOW	\$
REMARKS	KEYS	OFFICE	<input type="checkbox"/> NO ACCESS
		VEHICLE	<input type="checkbox"/> FWT
			<input type="checkbox"/> 4X4
			<input type="checkbox"/> E.BRAKE
		Visa/MC	<input type="checkbox"/>
		Charge	<input type="checkbox"/>
		Cash	<input type="checkbox"/>
		Check	<input type="checkbox"/>
		CK#	
KEEP INVOICE AS RECEIPT		TICKETS	\$
		STORAGE	\$
		TAX	\$
		TOTAL	\$

Authorization To Tow

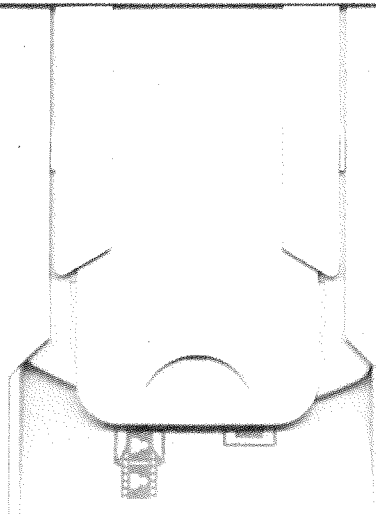
I or we agree to and hereby ratify the foregoing service agreement and acknowledge that, I or we have received the above described vehicle this date and that the bailee is hereby released from any and all claims resulting from the towing and or storage of same.

DATE

NAME

ADDRESS

CITY



CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676

VEHICLE RELEASE DOCUMENT

On the bottom of each of our invoices there is a statement which says:

I or we agree to and hereby ratify the foregoing service agreement and acknowledge that, I or we have received the above described vehicle this date and that the bailee is hereby released from any and all claims resulting from the towing and or storage of the same.

Each vehicle owner picking up a vehicle is asked to sign the bottom of the invoice stating that they are the person we are releasing the vehicle to. Should they be concerned as to the above statement and ask to go and view the vehicle before signing they are escorted back to the vehicle and given ample opportunity to check over the vehicle. If they are still concerned they are given the option of crossing the statement out, initialing the fact they have crossed it out, and sign for the vehicle only. We do have invoices in which the statement has been crossed out to show that we allow this.

We have discussed having this removed from the invoice, however, we are waiting to design new invoices until we see the outcome of this bid. If we are awarded the bid we would like to add a section for the city administration fee and make other changes.

Unfortunately, we are in a business in which people regularly are angry that their vehicle has been towed, and want to place the blame on this company for every nick and scratch that has been on their vehicle for years. However, when you tow as many vehicles in a year as this company does, the time is going to come when a vehicle will be damaged in the process of towing,

When this company is called to a location to tow a vehicle for parking enforcement. The driver arrives on scene. Before we arrive, the parking enforcement officer should have already walked around the vehicle and documented any existing damage on the paperwork. The driver then walks around the vehicle and marks on his invoice any damage that he sees. This is all done before the driver attaches the tow truck to the vehicle to be towed. The driver also compares his findings to those that the parking enforcement officer has documented. If the driver feels that the parking enforcement officer has overlooked something he points it out to the parking enforcement officer and it is then documented on both items of paperwork. We've also begun a pilot program in which we issue drives with high-definition audio and video recording devices, that are to be carried by them at all times while on duty.

The vehicle is towed, and all paperwork turned in.

The owner of the vehicle comes to the lot to retrieve his vehicle. Several things can happen at this point, and each one requires us to deal with the situation in a different way. For example, the owner is very angry and when he comes to retrieve the vehicle, before he ever sees it, he asks who is going to be responsible for the damage. We have come to understand that when this occurs, it is likely that the owner will attempt to find some type of damage to the vehicle. We have the owner escorted back to the vehicle so that they can look at it and be sure that there is no damage. Often times, the owner will walk right to a specific spot on the vehicle, wipe the dust off and point to a scratch on the vehicle. It is apparent that the

owner was aware that the scratch was already on the vehicle. The escort then takes a picture of the scratch, and calls the owner of the company. At this point it is explained to the owner that had this company scratched the vehicle, it wouldn't already be covered with dust, the owner wouldn't have been able to walk straight to it, without looking at any other area on the vehicle, and that it has been documented on the towing invoice and the property report that the damage was there before the vehicle was towed. If the owner wants to pursue the claim, it is suggested that they call the LPD and make a report. We also point out to them that it is against the law to file a false report with the LPD and they should be very clear at that point that it is what they want to do. Most of the time that will be the end of it.

A common occurrence is that the vehicle is released, the owner leaves the property without ever making a claim of damage and then call back later to make a damage claim. We actually had a women call a couple of months ago that wanted to file a claim on a vehicle that had been towed over two years prior. We explained to her that we had no way of going back two years to determine if there actually was towing damage, and we didn't hear from her again. So...the customer takes the vehicle and calls back anywhere from 3 hours to 3 days later to report towing damage. We pull the invoice to check what was marked as previous damage, explain to the customer that it is difficult to determine if this could be towing damage as the vehicle has been out of our "care, custody and control" for some time frame, but we will be happy to look at the damage. We make an appointment for the vehicle owner to bring the vehicle to the property for the owner to look at. Many times it is apparent from the beginning that this is not towing damage. For example, if it is a scratch that they are claiming is towing damage, and the scratch is already filled with rust, it is clear that it has been there for an extended period of time, and not done recently. At times we will reattach the vehicle to the same truck that towed it to show that none of our equipment could have come close to where the alleged damage is. If it is possible that our equipment did damage the vehicle, it is referred to our insurance company, and at that point we are asked to remove ourselves from the situation.

I, personally, learned a valuable lesson in dealing with people and damage claims. Several years ago we towed a vehicle for the University. The vehicle was placed in a row which is reserved for tows by the University. Nothing unusual occurred with the tow or release. The next day the owner of the vehicle called and said that his vehicle had been damaged while in our custody. I asked him where the damage was and he stated that it was on the hood of the car. I immediately dismissed his claim as we have NO equipment which comes close to the hood of a vehicle, especially when it is towed from the rear. I didn't make an appointment to look at the vehicle, as I knew that it couldn't of happened from towing. The young man filed a claim in small claims court, we had it transferred to district court so that our attorney could deal with the matter. At the hearing the young man lost because he attempted to represent himself. However, during the course of the trial, he presented pictures of his vehicle, which I believe were taken just prior to it being towed, and the scratches weren't there, he then presented pictures of it after the tow and the hood was full of deep scratches. I didn't see these pictures until after the judge had ruled in the case. As Jim and I recalled the day the vehicle was towed, we realized that it was a very windy day, and his vehicle was parked right next to a pickup which had been towed for being abandoned, and had a large roll of chain link fence in the back of the truck. We came to believe that the fence had possibly blown about during the wind storm and had indeed scratched the young mans vehicle. Even though we had won the case and were under no obligation to fix his vehicle, we immediately called him, apologized, and explained what we believed had happened, we paid for the damage and a rental car while his was being repaired. I no longer dismiss anyone's damage claim without looking at all of the facts.

We pay a great deal of money to have insurance which covers any damage we may cause. When a

company tows as many vehicles per year as we do, we are going to inadvertently damage a vehicle during towing during the course of a year. However, if we do damage a vehicle, we stand behind our actions and make it right with the vehicle owner. On the other side of that, when we tow as many vehicles as we do, in which owners are angry, we are not going to pay damage claims which we could not possibly have done, just to make a situation go away.

**AAA NEBRASKA
EMERGENCY ROAD SERVICE
SERVICE PROVIDER CONTRACT**

THIS CONTRACT is made between The Auto Club Group, d/b/a AAA Nebraska, whose local address is 910 N. 96th Street, Omaha, Nebraska 68114 ("Club"),

And CAPITAL Towing, Inc.,
whose address is 101 Charleston St, Lincoln, NE ("Service Provider").

In consideration of the promises contained in this contract, the parties agree as follows:

I. **Effective Date.**

This contract is effective when signed by an authorized representative of Service Provider and by both the field representative and the home office representative of Club, as designated below.

II. **Independent Contractor.**

Service Provider is an independent contractor and not an agent or employee of Club.

III. **Service Provider Manual.**

Service Provider and Club agree to abide by the provisions of the Service Provider Manual, as amended ("manual"). Club may publish the manual through CD-ROM or other non-print media. Service Provider acknowledges receipt of a copy of the manual with this contract. Club has the sole right to amend any portion of the manual at any time without prior notice. Any such amendments shall be effective immediately upon adoption by Club and upon notice to Service Provider which shall be deemed given upon personal delivery, electronic mail or mailing to Service Provider.

IV. **Emergency Road Service.**

Service Provider shall render emergency road services as set forth in and according to the manual, for Club, members of Club and of other clubs (collectively "member(s)") affiliated with the American Automobile Association ("AAA"), and others as designated by Club. For calls not dispatched by Club, Service Provider shall confirm eligibility with Club before providing service. Club shall have the unlimited right to contract with others for emergency road services and to modify the boundaries of Service Provider's territory and the volume of calls dispatched to Service Provider.

V. **Compensation.**

Club shall pay Service Provider for emergency road services rendered pursuant to this contract, under the compensation policy set forth in the manual and in the Service Provider Rate Schedule issued to Service Provider. No change in the compensation policy or Rate Schedule shall affect compensation payable to Service Provider with respect to emergency road services performed prior to the effective date of the change. All changes to the compensation policy or Rate Schedule shall be effective immediately upon adoption by Club and upon notice to Service Provider which shall be deemed given upon personal delivery, electronic mail or mailing to Service Provider.

VI. **Club Property.**

Any property furnished by Club in its discretion to Service Provider shall remain Club property, and shall be returned by Service Provider to Club upon demand or termination of this contract, except for decals and insignia patches which are otherwise destroyed. Decals and signs provided by Club and affixed to vehicles and other personal property

owned or used by Service Provider shall be removed by Service Provider if it transfers the vehicle or personal property. In the event Service Provider is delinquent in paying any user fee or repair or replacement costs in connection with property provided by Club to Service Provider, Service Provider authorizes Club to subtract such fees or costs from payments otherwise owed to Service Provider by Club.

VII. **AAA Emblem.**

The AAA Emblem ("emblem") is the property of the American Automobile Association ("AAA"), and it is expressly agreed between the parties that AAA retains full ownership of the emblem and any relevant registrations. During the term of this contract, Service Provider shall use the emblem only in conformance with the specifications established by AAA from time to time. Service Provider shall prominently display an approved identifying emblem on its service vehicles. Service Provider shall also prominently display business identification of Service Provider on its service vehicles and at its place of business. Service Provider shall obtain Club's written approval prior to any use of the emblem. Upon termination of this contract, Service Provider agrees to immediately discontinue the use of the emblem in any manner whatsoever (including but not limited to use on signs, vehicles and uniforms) and to surrender to Club any material containing the emblem. Service Provider shall be liable to Club in liquidated damages of \$100 for each week following termination of this contract that it continues to use the emblem, and Club may withhold amounts due Service Provider upon termination of this contract until such use is discontinued, with all other legal and equitable remedies to Club reserved.

VIII. **Insurance.**

During the entire term of this contract, Service Provider shall maintain Garage Liability Insurance, Commercial Auto Liability Insurance, and Garagekeepers Legal Liability Insurance with limits of at least the amounts set forth in Exhibit A. To the extent that state and/or federal law imposes requirements which exceed the amounts set forth in Exhibit A, Service Provider shall comply with the requirements of the law. Club reserves the right to change the insurance requirements 30 days after written notice to Service Provider. Service Provider shall annually (or more frequently if the policy is issued/renewed more frequently) provide current certificates of insurance to Club, naming Club as an additional insured, with respect to those insurance coverages, and those certificates shall contain a commitment by the insurer to provide at least 30 days written notice to Club prior to cancellation or nonrenewal of such insurance.

IX. **Indemnification.**

Service Provider shall be solely responsible for and shall indemnify, defend, and hold harmless Club, its affiliates, employees, directors, officers, successors and assigns from and against all losses, liabilities, claims, causes of action, damages, or costs, including related expenses and attorney fees, for or on account of injuries to or death of any person and/or any property damage or other damages in any way sustained or alleged to have been sustained by reason of or in connection with Service Provider's performance or failure to perform under this contract.

X. **Privacy and Confidentiality.**

In connection with Service Provider's performance under this contract, Club and/or members may disclose non-public personal information (which may include but is not limited to member number, name and address) to Service Provider. Service Provider agrees that it will not use or disclose such information other than to carry out the purposes for which Club and/or member disclosed the information.

XI. **Nontransferability and Termination.**

This contract shall not be transferred, sold, or assigned to any person or entity. Service Provider shall immediately notify Club should Service Provider sell or otherwise transfer its business, substantially all of its assets, or 33% or more of the outstanding stock in the Service Provider during any 12 month period, or should there be a change in any of the partners, owners, or officers of Service Provider. Club may terminate this contract for Service Provider's breach of this contract or of any provision of the manual, which termination shall be effective immediately upon receipt by Service Provider of written notice of termination. Club may terminate this contract for suspected fraud or unethical or criminal conduct by Service Provider, which termination shall be effective immediately upon receipt by Service Provider of written notice of termination. This contract may also be terminated by either party at any time, with or without cause, which termination shall be effective seven days following receipt by one party of written notice of termination. Any written notice of termination sent by certified or registered mail shall be deemed to have been received by a party no later than the third business day following mailing to that party's address as shown above.

XII. **Governing Law.**

This contract and the manual shall be construed in accordance with and governed by Nebraska law.

XIII. **Separability and Nonwaiver.**

The invalidity or unenforceability of any particular provision of this contract shall not affect the other provisions of the contract and this contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The waiver of any term or provision of this contract, or of the manual, shall not be construed as a waiver of any other term or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term or provision.

XIV. **Entire Agreement.**

This contract, together with the manual, constitutes the entire agreement between the parties with respect to the subject matter of each, and supersedes any prior oral or written representations or agreements. This contract may not be modified except by a written amendment signed by both parties. However, nothing in this contract negates Club's sole right to amend the manual, compensation policy, Rate Schedule, or insurance requirements from time to time.

Service Provider's authorized representative, by signing below, certifies that s/he has read this entire contract, that s/he completely understands this contract and has obtained any necessary legal advice, and that representatives of Club have not made any statements or representations to Service Provider which are contrary to this contract.

SERVICE PROVIDER:

By: Sara Schwartztrauber
(Signature)

Print Name: Sara Schwartztrauber

Its Owner, Officer, or President
(Please circle applicable title(s))

Contract Effective Date: 7 November 2011

CLUB: 069
[Signature]
Field Representative

Home Office Representative

EXHIBIT A

Insurance Requirements

Service Provider shall maintain Garage Liability Insurance and Commercial Auto Liability Insurance, both with either per person bodily injury limits of at least \$300,000 and property damage limits of at least \$100,000, or combined single limits of at least \$300,000. Service Provider shall maintain Garagekeepers Legal Liability Insurance of at least \$50,000 total for vehicles and vehicle contents in the care, custody, or control of Service Provider.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Associated Insurance Agents, Inc. (AIA) 2800 Freeway Boulevard Brooklyn Center MN 55430		CONTACT NAME: Associated Insurance Agents PHONE (A/C No. Ext): 763-549-2200 FAX (A/C No.): 763-549-2299 E-MAIL ADDRESS: dhall@associatedagents.com	
INSURED Capital Towing, Inc. Lincoln Land Towing dba 101 Charleston Drive Lincoln NE 68504		INSURER(S) AFFORDING COVERAGE INSURER A: ShurPen Group, Inc. INSURER B: Swett & Crawford INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1201224959

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		ZWPDY0057411	7/15/2011	7/15/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			ZWPDY0057411	7/15/2011	7/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WCC04080040	8/25/2011	8/25/2012	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below
							<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE EA EMPLOYEE \$200,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Lincoln/Landcaster County is added as additional insured under Garage Liability for work done by the insured.

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln/Landcaster 440 S 8th Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Rick Eckert</i>
---	---

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CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676

EQUIPMENT OWNED AND TO BE USED BY
GENE'S TIRE AND TOWING AS
SUBCONTRACTOR FOR OVER-SIZED TOWING
BID ~~0000~~ AND ADDENDUMS 1,2,3
12-006

2006	INTERNATIONAL	9400/ 30 TON CUSTOM BUILD	
2002	INTERNATIONAL	9400/25 TON JORDAN	
2004	FREIGHTLINER	NRC QUICK-FLOP	
1994	INTERNATIONAL	9200	NRC QUICK-FLOP
2007	GMC	C7500	ROLL BACK
2003 LIFT	FORD	F450	TIRE SERVICE TRUCK/6500 LB WHEEL-
2007	DODGE	3500	SERVICE TRUCK
1997	CHEVY		SERVICE TRUCK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER All American Insurance, Inc. P.O. Box 29319 Lincoln NE 68529	CONTACT NAME: Jane Mehrens PHONE: (402) 467-5355 FAX: (402) 467-5422 E-MAIL ADDRESS: Jane@allamericanins.com
INSURED Marvin Versaw Gene's Tire and Towing Service 5101 West A Street Lincoln NE 68522-9105	INSURER(S) AFFORDING COVERAGE INSURER A: Columbia National Insurance Co. NAIC # 19540 INSURER B: Progressive Northern 38628 INSURER C: Columbia Mutual 40371 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2011-2012 Renewal

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADDITIONAL INSURER (YES/NO)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CMFNE07811	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> On Hook	X	06515266-3	8/1/2011	8/1/2012	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability \$ 50,000
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCNE07811	8/1/2011	8/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CITY OF LINCOLN IS NAMED AS AN ADDITIONAL INSURED UNDER AUTO LIABILITY POLICY

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln
555 South 10th St.
Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jane Mehrens/JANE

ACORD 25 (2010/05)
INS025 (201005).01

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**CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676**

LETTER OF COMMITMENT

Good Afternoon Ladies and Gentleman

Please accept this letter as our letter of commitment to fulfill all duties and obligations as stated in Spec 12-006 and addendum 1,2,3 and 4 for towing services for the City of Lincoln.

At Capital Towing, we strive to adhere to the highest standards in the towing industry. We will continue to push to improve any aspects associated with the operation as a leader in the industry. I believe that our performance has, and will continue to surpass any expectations that someone may set for us. Unlike other "larger, more established" towing companies, Capital holds a satisfactory safety rating with the US Department of Transportation. There is no higher safety rating issued by the DOT.

Capital Towing, inc has held the towing contract for the city of Lincoln for the past 16 years. I believe that our performance speaks for itself. It has been said in the newspaper, at City Council meetings etc that this contract was written for Capital Towing. The truth is that as the City of Lincoln has grown and it's needs have changed. Capital Towing has strived to meet those needs, basically, the contract has not changed to meet our needs, we have changed to meet the needs of the contract.

This contract will continue to be our first priority. We have recently accepted a contract with AAA Nebraska to perform service calls and tows for that motor club. However, AAA has been made aware that the city of Lincoln is our first priority and we have the option to refuse any call that would interfere with our ability to fulfill the terms of our City of Lincoln contract. While we will certainly accept a tow call from a motor club, they are made aware that our Police Department tows come first, and any other tows will be done in between our city tows. Capital also tows for several dealerships within the Lincoln city limits. These companies have also been made aware that our city contract is our top priority. There are NO contracts involved, however, in return for a commercial rate, these dealerships agree to use our company for their towing needs.

If you will look at the stats which have been provided by the Lincoln Police Department as well as from Republic Parking, you will notice that the number of tows, thus the revenue, from this contract has been steadily decreasing over the years. To be perfectly honest, this contract is not the lucrative contract that it was 16 years ago. Capital towing makes the bulk of it's revenue from our private property contracts. It has been increasingly difficult to bid a towing price that will net any type of profit 7 or 8 years down the line. When we bid the contract in 2003, there was no way for us to predict that the price of fuel would increase 3 fold. Yet, we did not ask the City for permission to add a fuel surcharge to our tow invoices. I believe that we would have been granted the request, however, we felt that we should stand behind the contract agreement that we entered in to. If it were not for our private contracts, I do not believe that this company would have been able to fulfill the contract for the entire 8 year term. Yet, we have continued to fulfill this contract to the very best of our ability. This is for three important reasons. First of all, we made a commitment to the City of Lincoln that we have every intention of fulfilling. Second, and perhaps the most important, is that we love what we do. We are in this business to make a profit, everyone who owns their own company is doing it to make a profit. However, as important as the profit is to the principals and employees of this company, the relationships that we have formed with members of the Lincoln Police Department, not only the commissioned officers, but the support staff, is important to us. We are given the opportunity to help people when they need it the most. Is everyone that we tow happy, of course not, but we try and make the experience as positive as it can be given the situation. And third, but by no means the least important is the land that we lease from the City of Lincoln to fulfill this contract. There is very little, if any, land available in Lincoln to house this type of industry.

Again, we have recently been awarded a contract with AAA of Nebraska to tow and/or service AAA

members. We accepted this contract to assure the continuance of this company due to the uncertainty of this contract status. However, we have made it perfectly clear that our obligations to the City of Lincoln come first. We have the choice to accept or decline any service call from AAA, and will decline any calls that could interfere with our obligations to this contract. As of right now, we hold no other contracts with any government entity or business, or individual persons. We do hold a number of AGREEMENTS with rental agencies, and private property owners to remove illegally parked vehicles from their properties, however, these are AGREEMENTS, AND BY NO MEANS LEGAL CONTRACTS. However, we make it clear to these clients as well, that the City of Lincoln is our first priority.

Should we be the successful bidder, we pledge to continue the level of service that we have strived for during the past two terms of this contract. There are several things that we do, in connection with this contract, that we would love to continue to do, should our finances allow.

One of the main services that we provide to the City of Lincoln, at NO CHARGE, is donating perhaps hundreds of wrecked vehicles over the past 10 years, and setting up scenarios on our property for extrication training. The Fire Department, looking for vehicles for this training, were being asked for several hundred dollars per vehicle, which did not include towing them to the training location, setting up the scenarios, cleaning up afterwards, and then disposing of the vehicles. We do all of these items, at no charge. We strive to set up training exercises of real-life situations that we have seen on the streets of Lincoln. We believe, and have been told many times over, that without this service the Lincoln Fire Department would not have met its requirements for extrication training. If we are not the successful bidder the Fire Department has asked if we will continue to offer this service. While we would love to continue, and will try to continue, we may not have the vehicles available to us, as many of the vehicles that we donate are ones that are involved in accidents in Lincoln, and the owner never comes to get.

It has taken us many years to learn to do our job as well as we do it. This is not a simple process. And while I tell each new employee that we are not curing cancer here, what we do is important.

It is important that our drivers know how to do their jobs in the safest most efficient way possible. A tow driver, working an accident scene, on icy roads, can put not only other motorists, and himself in extreme danger, but also the police officer working the scene. Our drivers are continually being trained and tested on situations that they may incur while working on the streets. Other drivers do not pay attention, cars are sliding to them, weather seldom works with us, and we do not allow a driver on scene until we are comfortable that they can handle it. Our drivers are also trained, that if they arrive on a scene, and do not know how to do it safely, they call the owner of this company, who arrives at the scene to provide assistance as quickly as possible. This company also continues to upgrade the equipment provided to our drivers, so that they have at their disposal the latest safety equipment on the market today. We have installed satellite driven GPS in all tow trucks for the safety of our drivers. The dispatcher on-duty knows the location of every driver, at all times. The drivers have an emergency button in their trucks which will tell our dispatchers to summon them help, and what their location is, on a moments notice.

Dispatchers and office personnel undergo a very long period of training. 16 years ago, we paid our dispatchers \$5.00/hour, with no health insurance, or 401K plan. It was required that they be able to perform the job duties with 40 hours of training, or face being let go. Average length of training for a new office employee today is 8 weeks. Presently, the dispatchers average \$13.00 hour and are offered both health insurance and a 401K plan. This does not come at a small cost to this company. But what we have learned, is that to have quality employees that stay with the company, they need to be treated and paid, as quality employees. We have office personnel that have been with us for 11 years, 6 years, 5 years, etc. We also have an employee that has been with us less than a year. This means that we do lose employees on occasion. However, before a new employee is ever in the office, by themselves, they go through months of training. They are taught what important information we need from a caller to get a driver to a location in the safest, fastest time. They are taught to read police property reports. We stress how important it is to read a property report from top to bottom. If a vehicle is being held for evidence, in for example a homicide, and we were to allow the owner access to it, the chain of evidence would be broken, perhaps causing the lose of

a case. They are taught to treat each customer with the respect they would like to be given, all while the owner is yelling, screaming and banging on the window. They must learn to read vehicle titles from all states, as well as from Nebraska. The list is extensive as to the situations they occur on a daily basis, and that will never change. They are taught, as well, to turn a situation over to the Lincoln Police when it has passed the point that they can resolve it. All of this takes time and money. If we are the successful bidder, it is time and money that we will continue to invest to assure that Capital Towing continues to improve and do the best possible job for the City of Lincoln and its citizens.

I believe that you may find a bid submitted by Midwest Towing. Whether it is Midwest Towing, from Omaha, Rahns Midwest Towing, or just plain old Midwest Towing, it is the same company. This is the same company which had the low-bid on the last Lancaster County Sheriff's contract. However, for reasons unknown to us, the Sheriff's department, or the purchasing dept, choose to forgo awarding the contract to them, and instead awarded it to the next lowest bidder, Mike's Towing. I believe that there must have been a very good reason for this decision to be made. And I believe that one of those reasons is evidenced by the letter I have enclosed from the Nebraska State Patrol, to the owners of Midwest Towing. This letter tells them that they are being suspended from the Nebraska State Patrol towing rotation list for over-charging motorist. This was not a small amount. The customer was over-charged by over \$200.00. I believe that this also shows that the owners, and employees of Midwest Towing will not hesitate to over-charge a vehicle owner. This did not happen years ago. It happened within the past several months, and they are suspended from the State Patrol Of Nebraska towing rotation at the time this bid was first submitted in September of 2011. Please note as you read the letter, this was not a over-charge mistake by a driver, but a charge that was defended several times by the owners of Midwest Towing.

I realize that bringing the above situations into our letter of intent may seem that we like to bash other towing companies. This is not the case. I am simply pointing out that there are companies that do not have the best interest of the City of Lincoln and its citizens as their first priority, and that I believe we do, and our past performance is evidence to that.

A point may be made that we have held this contract for 16 years and that it is someone else's "turn". The employees of this company learn something new everyday which in turn helps us to do our job better. There will never be a time when it can be said that we know everything there is to know about the towing business in general, or the best way to handle this contract. We have worked tirelessly to perform our job to the best of our ability. The owner of Capital Towing, Jim Schwartztrauber, is on call 24 hours per day, 7 days a week. The police officers in Lincoln know that he can be trusted in any situation that he is asked to help with. They trust, that in sensitive situations, he will be on-scene personally, to handle it in the most professional manner possible. I believe that we have developed a level of trust with the Lincoln Police Department that far surpasses any previous contractor.

In turn, we ask that you trust us to continue to serve the City of Lincoln, the Lincoln Police Department, and the Citizens of Lincoln.

Official Nebraska Government Website[Home](#) » Corporation and Business Entity Searches

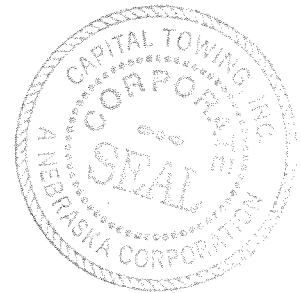
Thu Aug 11 18:55:15 2011

For Letters of Good Standing (\$6.50), Certificates of Good Standing (\$10.00), and/or images (\$0.45 per page) of documents filed with the Secretary of State please click the corresponding service below:

NEW SEARCH[Back to Search Results](#)**Pay Services:**[Online Images of Filed Documents](#) | [Good Standing Documents](#)

Entity Name	SOS Account Number		
CAPITAL TOWING INC.	1484852		
Principal Office Address	Registered Agent and Office Address		
101 CHARLESTON ST	DARRELL K. STOCK		
LINCOLN, NE 68508	SUITE 104		
	1115 "K" STREET		
	LINCOLN, NE 68508		
Nature of Business	Entity Type	Date Filed	Account Status
TOWING COMPANY	Domestic Corp	Aug 27 1996	Active

Corporation Position	Name	Address
President	JAMES SCHWARTZTRAUBER	4443 ST. PAUL ST. LINCOLN, NE 68504
Secretary	JAMES SCHWARTZTRAUBER	4443 ST. PAUL ST. LINCOLN, NE 68504
Treasurer	SARA SCHWARTZTRAUBER	4443 ST. PAUL ST. LINCOLN, NE 68504

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Code	Trans	Date	Price
AP	Articles Perpetual	Aug 27 1996	
PP	Proof of Publication	Sep 23 1996	
NP	Non Payment of Taxes	Apr 16 1998	
CR	Certificate of Revival	Mar 10 1999	\$0.45 = 1 page

CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676

TRUCK LIST

- #1 2001 GMC 3500 HEAVY DUTY
PLATE # SBT162, EXPIRES APRIL 2012,
CENTURY 411 TOW DECK, CENTURY 4000 LB WHEEL LIFT
8000 SINGLE-LINE WINCH, CENTURY SLING ASSEMBLY
- #3 2001 FORD SUPER DUTY
PLATE # STB444, EXPIRES SEPT 2012
CENTURY 411 TOW DECK, CENTURY 4000 LB WHEEL LIFT
8000 SINGLE-LINE WINCH, CENTURY SLING ASSEMBLY
- #4 1993 FORD F250
PLATE #SKK053, EXPIRES JULY 2012
CENTURY 411 TOW DECK, CENTURY 4000 LB WHEEL LIFT
8000 SINGLE-LINE WINCH, CENTURY SLING ASSEMBLY
- #5 LICENSED SPARE TRUCK
1997 CHEVY K3500 4 WHEEL-DRIVE
PLATE #TAD322, EXPIRES DEC 2012
CENTURY 411 TOW DECK, CENTURY 4000 LB WHEEL LIFT
8000 TWIN-LINE WINCH, CENTURY SLING ASSEMBLY
- #6 SPARE TRUCK
1994 FORD F350, 4 WHEEL DRIVE

UNLICENSED

CENTURY 411 TOW DECK, CENTURY 4000 LB WHEEL LIFT

8000 TWIN-LINE WINCH, CENTURY SLING ASSEMBLY

#7

1994 GMC C3500 HEAVY DUTY

PLATE #SEH332, EXPIRES MAY 2012

CENTURY 301 TOW DECK AND WHEEL LIFT COMBO

8000 LB WINCH

#8

1997 FORD F350 SUPERDUTY

PLATE #RYC321, EXPIRES SEPT. 2012

JERR-DAN DECK

JERR-DAN HPL35 WHEEL LIFT

TWIN 8000 LB WINCHES

JERR-DANN SLING ASSEMBLY

#9

2001 FORD SUPERDUTY

PLATE #RYC320, EXPIRES MARCH 2012

CENTURY 411 TOW DECK, CENTURY 4000 LB WHEEL LIFT

8000 SINGLE-LINE WINCH, CENTURY SLING ASSEMBLY

#10

MOTORCYCLE TRUCK

95 FORD F350, EXTENDED CAB

PLATE #SKK054, EXPIRES JULY 2012

AMERI DECK HYDROLIC LOADING SYSTEM

2000 LB WINCH

SNOW MOBILES. 4 WHEELERS, MOTORCYCLES. GOLF CARTS, ETC

#11

2001 GMC C3500 HEAVY DUTY

PLATE #RSF654, EXPIRES JAN 2012

CENTURY 411 TOW DECK, CENTURY 4000 LB WHEEL LIFT

8000 SINGLE-LINE WINCH, CENTURY SLING ASSEMBLY

#13 2001 CHEVY 3500 HEAVY DUTY

PLATE #RUJ184, EXPIRES FEB 2012

JERR-DAN DECK

JERR-DAN HPL35 WHEEL LIFT

TWIN 8000 LB WINCHES

JERR-DAN SLING ASSEMBLY

#14 94 GMC 3500 HEAVY DUTY

PLATE #SXV375, EXPIRES NOV 2012

JERR-DAN DECK

JERR-DAN HPL35 WHEEL LIFT

TWIN 8000 LB WINCHES

JERR-DAN SLING ASSEMBLY

#18 FLAT BED

PLATE # TAD32, EXPIRES DEC 2012

95 FORD SUPERDUTY

19' ALUMINUM CHALLENGER DECK AND WHEEL LIFT

8000 LB WINCH

#19 FLAT BED

2002 CHEVY C6500

PLATE #SHW264, EXPIRES JUNE 2012

CHALLENGER 21' STEEL DECK, CHALLENGER WHEEL LIFT

8000 LB WINCH

CAPITAL TOWING, INC
101 CHARLESTON STREET
LINCOLN, NE 68508
402-475-7676

Answers to Specifications for Tow-In-Services and Storage of Towed Vehicles and Bicycles.

1. GENERAL NOTICE

1.1 Capital Towing understands that the City of Lincoln (hereinafter referred to as City) is requesting sealed bids for providing tow-in service and storage of vehicles from City streets or other property within the City limits of Lincoln, Nebraska.

1.1.1 We understand that this is a re-bid from bid 11-176.

1.1.1.1 It is understood that all information that we submitted for bid 11-176 is invalid for this bid.

1.2 Capital Towing (hereafter referred to as "we") understands that the City is requesting pricing for City ordered tows, requests made by the City on behalf of the owner tows and storage of vehicles

1.2.1 We understand that there will be only one award therefore Vendors must bid all packages.

1.2.2 We understand this contract also includes the towing of City owned vehicles.

1.2.2.1 We understand that there will be no charge at any time for the towing of any City owned vehicle, which are in the four (4) ton Or less category.

1.2.2.2 We understand that the fee to the City for towing City owned vehicles Which are in the oversize category shall be at the rate listed in the line Items for City ordered tows.

1.2.3 We understand that the number of tows of vehicles under 4 ton for 2011 is 2,927.

1.2.3.1 We understand that the City is running a test for the booting of vehicles in place of tows in 2012.

1.2.3.2 It is understood that the estimated number of tows in 2012, with the reduction due to “booting” vehicles will be 2,600.

1.2.3.3 Capital Towing understands that the City does not guarantee any number of tows or storage days as part of the awarded contract.

1.2.4 It is understood that Purchasing is giving the vendors the number of 13 as the Number of City-ordered tows of vehicles over 4 tons in 2011.

1.2.5 We understand that Purchasing is submitting the number of 142 as the number Of City-owned vehicles, under 4 ton, towed in 2011.

1.2.6 The number of City-Owned, over-sized tows, submitted for 2011 is 10.

1.2.7 The number of requested accident tows in 2011 is estimated at 1,657.

1.2.8 We understand that an estimate of storage days for accidents in 2011 is 5117

1.2.9 We understand that Purchasing is estimating the number of storage days for City-Ordered tows in 2011 as 6,450.

1.3 We understand that the successful vendor will be required to store towed items at the City’s impound lot.

1.3.1 We understand that the City’s impound lot is located at 101 Charleston, just west of Haymarket Park. We have worked out of this lot for the past 10 years and

understand the time and expense required to maintain this lot in a standard acceptable to the City of Lincoln. We have purchased all equipment required to keep the lot in a usable condition regardless of adverse conditions of the property.

1.3.2 We understand that the successful vendor will be required to enter into a contract for the lease of the City’s impound lot at the rate of at least \$72,000 per year. Capital Towing has been leasing this property for the past 16 years and has proven to the City that it is a financially responsible company, able to pay the lease in a timely manner.

1.3.2.1 We will propose our lease rate in the attribute section of our ebid response.

1.3.2.2 We understand that the lease shall be paid in quarterly installments by the last day of each quarter.

1.3.2.3 We understand that the contract will include 350 stalls for the exclusive use of City ordered tows. Having worked this contract for 16 years, we are also aware that there are times when the

City will
never, nor will we ever
We will always be prepared to
available for the use of the City.

exceed the need for 350 stalls and we have
limit the City to the use of 350 stalls.
make as many stalls as necessary

1.3.2.4 We understand that the remaining stalls are available for use
by the Vendor, again, however, we will make as many stalls
as needed available to the City at all times.

1.3.2.4.1 Capital Towing understands that the City
estimates aprox. 650 stalls on the lot.

1.3.2.5 We understand that the Vendor will be provided sufficient space for an
office to conduct business.

1.3.2.6 We understand that it is the Vendors responsibility to provide office
furniture and equipment. Having worked this contract for 16 years we have
furnished our offices with the required furniture, equipment, and supplies
necessary to carry out this contract at the highest level. We have installed
40" monitors for the security system to better monitor the security of the
property. We have installed an electric gate, again to protect the security of
each vehicle. We have made numerous upgrades to the equipment and
security at our expense. When we entered the property the first night that
we took it over, we were a bit surprised to see absolutely no furniture, counters.
The building was being built as we were moving in, and we were
unprepared to walk into an office with nothing in it, except a phone sitting
on the floor. Everything that is in our office was provided at the
expense of this company except one phone from the Lincoln Police
Department, and a radio which is connected to the PSO officers.

1.3.3 We have installed and maintained the electronic gate at the entrance to the impound lot.

1.3.4 We believe that we have the equipment and have strived to maintain the impound lot in a
manner acceptable to the City. We have purchased a road grater, a gator for spraying weeds, snow plow,
snow blowers etc to maintain the property under extremely adverse conditions.

1.3.4.1 We understand an inspection of the property will be made.

1.3.5 We have paid for all maintenance, upkeep and utility costs for the impound lot.

1.4 Capital Towing does not, and will not hold any contracts with any other government agencies for
similar type service. We do hold a service contract with AAA Nebraska. However, AAA has been made
aware that our contract with the City of Lincoln is our top priority and we can, and have, declined service
calls that would interfere with this contract.

1.4.1 We cannot attach the contract from the University as I believe they have not

yet made the decision if they will be piggy-backing on this contract. At this point we do not have a contract with the University or any other agency for similar type service.

1.4.2 We understand that this information will be used to determine if the Vendor can meet City requirements. I believe that over the past 16 years Capital Towing, has not only met but exceeded the City's every requirement.

1.5 Please see enclosed written outline of how Capital Towing proposes to fulfill this contract, along with our methods of operation.

1.5.1 Our outline is attached to the Response Attachment section of our e-bid response.

1.6 Because Capital Towing is the current contractor, there will be no need to coordinate with an incoming vendor should we be awarded the contract. However, if we are not the successful bidder, we will have all of our office equipment and furniture, all vehicles, along with any and all property that belongs to Capital Towing, off of the property before the starting date of the new contract.

1.6.1 Capital Towing will completely assume all responsibilities of this contract on day one.

1.7 We have received the overhead photos of the City's impound lot and storage building.

1.8 Capital Towing has erected a sign outside the storage lot at the corner of the entryway and Charleston indicating the City's impound lot.

1.8.1 I believe the sign which we installed was approved by the city prior to installation.

1.9 We understand that the city will allow the Vendor the opportunity to increase their tow prices if the cost of fuel exceeds \$1.25 above the Average Monthly Retail On-Highway Diesel/Gas Fuel Price for Lincoln, Nebraska as listed on the date the contract is awarded. At this time we have no plans to do so, as we attempt to place a bid which will cover these costs through the period of the contract. If the fuel price escalates as it has in the past year, however, it may become necessary as no one could have predicted the steep rise in fuel cost.

1.9.1 We understand the 30 day prior notice to the City Purchasing Department, which is to include the exact amount that will be charged per tow.

1.9.2 We understand the rise of the towing cost is not automatic and that it will be up to the Purchasing Dept to grant the increase, or to terminate the contract and re-bid it.

1.9.3 We understand that only the tow service is eligible for an increase due to fuel cost.

1.9.4 We understand the terms of this statement as it pertains to a drop in fuel cost.

1.10 It is understood that the vendor will not be allowed to charge any other fees or charges other than those listed in the line items section of the ebid.

- 1.11 We are submitting a bid bond in the amount of \$5000.00
- 1.12 We understand that the living wage ordinance does not apply to this service. However, all of our Employees are paid an amount equal to or higher than the living wage
- 1.13 We will submit bid documents and all supporting material via e-bid.
- 1.14 We shall submit all inquiries by email or fax to Bob Walla.
 - 1.14.1 We understand these inquiries will be distributed as an addenda.
 - 1.14.2 We understand the time limits on the inquiries.
 - 1.14.3 We understand the no-contract rule of this contract.
 - 1.14.3.1 We understand the failure to comply consequences.

2. SCOPE OF WORK

- 2.1 We understand the work covered under the specifications of this contract. Again, I believe that our work over the past 16 years speaks for itself.
 - 2.1.2 We understand that vehicle owners may request another wrecker service.
 - 2.1.1 We understand that the contract includes removal of junk vehicles from private property for which authorization by the owners has been obtained.
 - 2.1.2 We understand that dealing with bicycles and parts are a part of this contract.
- the 2.2 We will be able to demonstrate the ability to meet each section of the specifications to satisfaction of the City, on the date their bid is submitted to the City.
 - 2.2.1 We understand that failure to provide further information could void our bid.
- comply 2.3 Capital Towing has a valid "Special Waste Permit" and has held a current one for the entire length of our contracts with the City of Lincoln. We also agree that we will with all current regulations per section (4) of the specifications, and have all such regulations for the previous two terms of our contract.
 - complied with 2.3.1 We have attached a copy of our current "Special Waste Permit" to the Response Attachment section of our e-bid response.
- 2.4 We have been collecting parking ticket money for the City of Lincoln for most of the two terms of our contract. We have a system in place for collecting these monies and

transferring them to the City.

2.4.1 We have a computerized system which is more than able to handle this requirement.
We have been using this system for at least 10 years and it works very well.

2.5 We agree to collect a Towing Administration fee for the City.

2.5.1 We will continue to pay this money to the city at the same time as all others.

2.5.2 We will keep accurate records of these monies.

2.5.3 We will indicate any fees associated with the collection of the Admin Fee
In the bid attribute section or as part of an attachment.

2.5.4 We understand who is to be charged the admin fee.

2.5.4.1 Capital Towing employees work with the LPD to make sure that only
Those legally liable will be charged an admin fee.

the 2.6 We understand that the University of Nebraska is considering a piggyback contract for
services listed in this specification.

2.6.1 We understand that the University may order approximately 350 vehicles towed per
year.

2.6.2 We understand that even though the University may piggyback on this contract, that
they are indeed two separate contracts and that the City is not responsible for any
University ordered tows or storage fees generated by those tows.

2.6.3 We understand that other government agencies may piggyback on this contract
With the approval of the city.

2.7 We will enter the requested information in the attribute section per this section.

3. GENERAL CONDITIONS

3.1 We are aware that these specifications relate to the towing of automobiles, trucks, buses, and
like vehicles from the public streets and other property within the City of Lincoln.

3.1.1 We understand that this contract includes the towing of vehicles owned by the City of
Lincoln.

3.2 We understand that officials of the City will be ordering vehicles towed.

3.2.1 Capital Towing has always sent to the scene only the number of trucks required to perform the job at hand. We have never and will never send more than the number of trucks required just to extort monies from vehicle owners. We do understand that in the event that more than one truck is required at a scene to properly and safely do the job a detailed explanation of why more than one truck was at the scene and was used at the scene must be included on the invoice

3.2.1.1 We understand that if an additional truck is required and used at the scene, it will be charged at the same rate as the first truck.

3.2.1.2 We understand that if more than one truck is required and used at the scene, a law enforcement officer must sign the invoice verifying that more than one truck was required and used at the scene.

3.2.2 Capital Towing has been processing vehicles involved in an accident which for one reason or another were not claimed by the owner or an insurance company, for title for the entire 16 years that we have carried the City of Lincoln towing contract. We have been involved in the changing of State law regarding abandoned vehicles, at the legislative level for several years. Capital Towing, on several occasions was the only Lincoln towing company which attended the committee hearings on these laws, and testified as to how the changes would affect the towing industry as a whole. I believe that several times in the past years when laws have been changed at State level, we were the only company that was aware of the change in the abandoned vehicle laws and we immediately implemented the change. This is not an easy process, and is extremely time consuming, We have outlined this procedure in our methods of operation statement.

3.2.3 We have always processed vehicles within the limits of all laws and legal process.

3.3 We understand that by virtue of this contract, Capital is authorized to tow ordered vehicles to the City's impound lot. We also understand, that if at the scene of an accident, the vehicle owner requests the vehicle towed to another locations, and there is no police "hold" on the vehicle, that the vehicle must be towed to that location and not towed to the impound lot for the sole purpose of gaining a storage fee.

3.4 We understand that Capital is responsible for the storage of such vehicles and have a system in place for the collection of all fees for storage and towing. Capital has worked extensively to offer vehicles owners alternate solutions for the payment of tow and storage fees in the event they cannot be paid in one payment.

3.5 Capital has in place a system which has been approved by the City to secure the payment of fees when the vehicle is not towed to the impound lot, but released to the owner at the scene. This is called a "ROS" or "Release on Scene", and it is not an unusual circumstance.

3.5.1 We understand we must be able to accept cash or credit card.

3.6 We are submitting our bid for the cost of tow and storage of vehicles as listed:

to 3.6.1 The amount which vehicles will pay this company should the vehicle be attached the tow vehicle, as defined by Nebraska State law, not towed from the scene but released to the owner. It will be required that this amount be paid at the scene by an approved method of payment.

3.6.2 The amount charged for the tow and storage of passenger cars, small trucks (licensed 4 ton and under) and trailers (other than semi-trailers and house trailers).

3.6.3 The amount of tow and storage to be charged for straight trucks which are licensed over 4 ton.

using 3.6.4 The price for towing over-sized vehicles will be submitted with this company a sub-contractor, Gene's Tire and Towing, prices will be submitted for the following types of vehicles:

3.6.4.1 Semi-tractor

3.6.4.2 Semi-trailer or house trailer

3.6.4.3 Self-propelled campers or mobile homes.

3.6.4.4 Buses

only 3.6.5 A bid will be submitted for the tow and storage of motorcycles which will be defined as vehicles capable of being licensed as a motorcycle. Capital Towing has gone to considerable expense, in excess of \$12,000, putting into service the service truck in Lincoln Nebraska with state-of-the-art motorcycle towing equipment.

3.6.6 We will also submit a bid for the tow and storage of other vehicles, to include but not limited to, snowmobiles, boats on trailers, etc.

3.6.7 We understand that whenever position winching is necessary it will be on a per hour.

3.6.7.1 No charge for winching will be made on city owned vehicles.

3.6.8 We understand that a line-item bid amount has been added to this contract for whenever a vehicle has been ordered towed by a representative of the City and snow must be removed from around the vehicle to avoid damage to the vehicle, a per occurrence rate, not an hourly rate, shall be charged.

per 3.6.9 This company understands that whenever mechanical work is required so that the vehicle can be safely towed without causing further damage to the vehicle a hour rate will be charged. This rate is listed on our submitted bid sheet.

contract
accident

3.6.10 It is understood that a line item has been added to the bid attributes for this
for the amount which will be charged by Capital Towing for clean-up at
scenes.

an

3.7 We understand that as in previous contracts all storage begins 24 hours after tow. We use
electronic time card machine to clock invoices in and out so that there can be no question
as to when a vehicle arrived at the lot, and when it left.

for
State

3.7.1 We understand that a representative of the LPD will make a decision on a case by
case basis determining if a vehicle which has been held by order of the LPD
evidence will be charged a storage fee. This determination will be based on
law.

3.7.2 It is understood that no vehicle owned by the City of Lincoln will be
charged a storage charge.

no

3.7.3 We understand that LPS has the right to store any type of equipment at the lot at
charge.

always
charge storage at
basis.

3.7.4 We understand that storage rates for passenger cars and trucks weighing four (4)
ton or less shall be bid on a per-occurrence rate. Capital Towing has
charged on a 24 clock basis for storage. While some companies
midnight every night, we have chosen to do it on a 24 hour

shall

3.7.5 We understand that storage rates for straight trucks weighing over four (4) tons
be charged on a per-occurrence rate.

3.7.6 We also understand that storage rates for semi-trailers trucks ad other oversized
vehicles shall be on a per-occurrence rate.

3.7.7 We understand that semi-trailers and other oversized vehicles will be towed on
A per occurrence rate, and winched on a per hour rate.

3.7.8 We understand this pricing structure.

3.7.8.1 We understand the time issues of this pricing structure.

may

3.7.9 While we understand that storage on semi-trailers and other oversized vehicles
be at a place other than the City's impound lot, we have always stored all vehicles
ordered towed by LPD at the impound lot and will continue to do so. We
of all, it is the most secure lot in town as far as evidence is
only the security system, but the fact that we have personnel
per day and plan on continuing to do so.

feel first
concerned due to not
on property 24 hours

3.7.9.1 and 3.7.9.2 While we understand that any other property on which we would store oversized vehicles must be pre-approved, we will store all vehicles at the impound yard.

3.7.10 We understand that all storage is bid on a per-occurrence rate including snowmobiles, boats on trailers, motorcycles, etc.

3.7.11 We understand that no storage is to be towed when a vehicle is not towed to the impound yard and placed in either the inside or outside storage area.

3.8 We understand that as a company we have the right to legally collect tow and storage fees on claimed vehicles that the fees are not immediately paid. However, because Nebraska State law gives towing companies first lien on vehicles for the tow and storage charges, we do not release vehicles to owners without prepayment. We will at times release a vehicle involved in an accident to a commercial repair facility that we have a pre-approved charge account with. The total invoice price is then placed on the account of the business and collected on a monthly basis.

3.9 We understand that the City is not responsible for any tow or storage fees that are not collected by this company, and as such have never tried to hold the City liable for any of the afore mentioned fees.

3.10 It is understood that the City may convey the title to this company of any abandoned vehicle ordered towed, that does not have current license plates on it, and is deemed, by the City or its representative to be worth \$100.00 or less.

3.10.1 Capital Towing understands that once a title for an abandoned vehicle has been transferred to us, the vehicle, even though still at the impound yard, will no longer count as one of the 350 stalls reserved for use by the City.

3.10.2 We understand that in the event that a title to an abandoned vehicle is transferred to this company by the City, that vehicle must be held a minimum of 5 days before the vehicle is disposed of unless the owner has provided the city with a written waiver.

3.10.3 We agree that a total of 4 salvage titles were assigned to us in 2011.

3.11 We understand this stipulation.

3.12 We understand that the City reserves the right to transfer title to this company all abandoned vehicles, as well as, all wrecked, junked, partially dismantled vehicles, in which a release has been obtained from the owner or custodian.

3.13 We have been assisting the LPD for 16 years on auctions of unclaimed vehicles. These auctions are held at the City impound yard. The auctions are conducted by personnel of LPD or their designee.

3.14 We have been assisting LPD in the cleaning and preparation of vehicles for auction for the past 16 years. This company, along with LPD has a system of preparing the vehicles for auction which saves the LPD a substantial amount of time. After doing it for so many years, people learn to work together, to trust each other, and know what to expect of each other which greatly expedites the procedure.

3.14.1 We know that as soon as an auction list is prepared, it will be given to us by LPD at which time we move each vehicle to the front of the impound lot and place it in the normal auction area.

3.14.2 We have, from time to time, been asked to remove a vehicle from the auction area and move it back into the general storage area because it has been removed from the auction list for one reason or another. We have never attempted to charge the LPD for this additional tow, and we will never charge the LPD for this additional tow.

3.14.3 We will, if awarded this contract, continue to remove the license plates from vehicles being prepared for auction, and place the plates inside the vehicle.

3.14.4 We will also continue to provide a minimum of two (2) employees to assist in removing items from the vehicles under the direction of LPD property division.

3.14.5 Capital Towing employees will continue to assist in unlocking or removing locks to gain access to the interior and trunks of vehicles being prepared for auction.

3.14.6 We understand that all of the above auction duties will be performed by employees of Capital Towing at no charge to the City as we have been doing for the term of the past two contracts.

3.15 We understand that the City shall provide personnel to assist in inventory of vehicles to be sold at public auction.

which 3.16 We understand that the vendor will be paid accrued tow and storage fees on vehicles are sold at public auction.

3.16.1 As we have been working this contract for two terms, we understand that not all vehicles sold at the public auction sell for an amount that is sufficient to pay all of the accrued tow and storage. We are aware also that if a vehicle does not sell for the amount owed, the City is not responsible for the difference. It is understood that if any vehicle sells for an amount that is greater than the tow and storage fees, the difference will be returned to the City.

3.17 We understand that title will be provided to Capital Towing for any vehicle which is not sold during or at the public auction.

3.17.1 It is understood that once a title has been turned over to Capital for one of these vehicles, it will no longer be counted as one of the 350 stalls reserved for use by the City.

3.18 We at Capital Towing understand that the City reserves the right to dispose of vehicles titled to it by operation of law in a manner most advantageous to the City, in accordance with the provisions of the Lincoln Municipal Code or other applicable law.

3.19 Capital Towing does not own tow equipment large enough to tow a semi, or other oversized vehicles. We understand that because of this, it is our responsibility to call upon another wrecker service, which does have the proper equipment, and which will carry out the duties of this contract within the time frame of this contract. We have sub-contracted such tows with Gene's Tire and Towing for the past 14 years and we believe that the City has been satisfied with their service.

3.19.1 Gene's Tire and Towing has always charged prices for these services which are at the contract prices so that we are not in breach of the contract.

3.19.2 We have a system in place to collect the fees for the oversized tow and storage of those vehicles, and to pay those fees to Gene's Tire and Towing.

3.20 Capital Towing will strictly adhere to the towing and storage rates in accordance with the schedule of rates contained in the bid proposal, and to charge them directly to the owner or operator of the vehicle.

3.21 Capital Towing understands that the City will not prevent any owner from claiming their vehicle from the impound facility unless we have been specifically directed by the LPD or agents of the City to hold the vehicle.

3.22 We understand that the length of the contract shall be for four(4) years, with an option to renew for an additional four (4) year term with the mutual consent of both parties.

4. SPECIFIC REQUIREMENTS

4.1 Response Time

4.1.1 We understand that if the time comes when Capital Towing is unable to arrive at the scene, be in 20 minutes of the dispatch time by the City for a downtown tow, or 30 minutes of the dispatch time by the City, elsewhere in the City, it will be our responsibility to contact another tow company to carry out such duties within the time frame of the contract and to notify the police dispatcher who will provide the service.

4.1.1.1 All vehicles, regardless of who the wrecker company is that tows it, shall be

towed to the city impound lot.

4.1.1.2 We will place a vehicle inventory number on the vehicle upon arrival at the lot. The number that we place on the vehicle corresponds to the number we issue the vehicle in the police inventory log.

4.1.1.2.1 We will only apply these numbers to vehicles which are ordered towed in. These vehicles always have a police property report with them.

4.1.1.3 Capital Towing has a system in place, and approved by the Parking Division to change vehicles towed by the Parking Division and unclaimed days to an LPD tow. We fill out a LPD property report, and assign vehicle a LPD property number. Capital Towing was the vendor Parking Division was established and has worked closely Division and the LPD to make this a smooth

Division
after 5
the
when the
with the Parking
transition.

4.2 No Tow

4.2.1 We understand that no fee shall be charged unless the vehicle to be towed has been connected to the towing vehicle.

4.2.2 We understand that an owner must be allowed to pay at the scene.

4.3 Secured Parking

4.3.1 Capital Towing has 350 stalls segregated for the exclusive use of the City. These stalls are within the fenced and secured area of the impound lot.

4.3.2 We, as the vendor, understand that we are directly responsible to see that any vehicle stored outside shall have all vents and windows closed.

4.3.2.1 In the event we are unable to close windows and or vents, Capital Towing has the use of tarps and a shrink-wrap type material which we use to protect the vehicle interior from the elements.

4.3.3 In the event that we are the successful bidder, and we fail to protect the vehicle as described in these requirements, we shall investigate, arbitrate and or adjust all losses and damage claims.

4.3.4 We understand that the secured inside storage space is for the exclusive use of vehicles towed at the request of LPD.

4.3.5 Because we have worked this contract for the past two terms, we are aware that there is sufficient indoor storage space for at least three (3) vehicles. However, in cases of emergency, we have purchased go-jacks in order to move vehicles around so that

we can

place 4 vehicles in the secure storage area.

the
parking

- 4.3.5.1 We have kept this area free and clear for LPD's exclusive use. We have, along with the property division of the LPD, devised a system for keeping track of which officers enter and leave the secure parking portion of the building, and for what reason they entered the "cage", as the secure portion of the building is referred to.

4.4 Tow Equipment

these
state-of-the-art
truck to calls with the
measure of safety for the
and location at all times.
personal cell phones if the
the driver. Jim is a dealer of
auxiliary light which is required
anything other than an emergency

- 4.4.1 Capital Towing owns and maintains in excess of the eight (8) power Winch equipped tow trucks, and the (1) flatbed truck required by this contract, as well as one flat bed. All trucks are DOT inspected. Capital Towing employs a full-time ASE certified mechanic who's only responsibility is to maintain trucks in a safe, working condition. All trucks are equipped with a GPS system. This system not only allows us to send the fastest response time possible, but provides an added drivers, as the dispatch office is aware of their speed, Owners, Jim and Sara receive text messages on their system senses a possible problem with the truck or "tow-mate" light systems which is a state of the art by Federal law on all vehicles being towed in situation.

- 4.4.1.1 The nine trucks shall be licensed to Capital Towing, and marked with Our company name at all times.

- 4.4.1.2 We have attached pictures of all trucks along with a detailed list of all trucks, which will be used to fulfill the obligations of this contract, to the response attachment section of our ebid response. All information required Is shown in pictures.

- 4.4.1.3 All vehicles are available at time of bid closing.

- 4.4.1.3.1 Our detailed list will include the year, make and model of each truck.

- 4.4.1.4 All trucks will be available for inspection.

- 4.4.1.5 We understand the city may reject any equipment.

- 4.4.1.5.1 We understand we must be able to replace any rejected equip.

- 4.4.2 All trucks shall be fully equipped as required to meet the obligations of the

contract specifications.

4.4.3 All trucks shall be DOT certified.

4.4.4 We have been working accident scenes for the Lincoln Police Department and it is part of our training of new employees to teach them how to properly clean an accident scene, being especially careful to remove as much of the oil absorbent that the Fire Department spreads, along with as much glass as is possible to keep the streets of Lincoln as clean and safe as possible. We will meet or exceed all requirements set forth in the specification of the contract. This will all be done to meet Lincoln city ordinance 10.24.90.

4.4.4.1 We understand that should the city have to clean up an accident scene due to our failure to do so, the cost of the clean-up will be billed to our company and an additional \$100.00 fee will be assessed. Please be assured that the employees of Capital Towing are taught the importance of cleaning the area as to not cause further accidents or injury due to absorbent or glass being left in the street.

4.4.5 Capital Towing has been open 24 hours per day, 7 days per week for the past 16 years. We stayed open and didn't miss a call when the city of Lincoln impound lot and we lost all phone service. We stayed open at all times when this company was forced to operate out of a 20' motor home as an office for over 3 months when the impound lot was being relocated. We will continue to be open to fulfill the obligations of this contract should we be the successful bidder. Trucks will be available at all times, 24 hours per day, 7 days per week.

4.4.6 Capital Towing has almost double the amount of trucks which are required to fulfill this contract and will be submitting insurance documentation of at least one other sub-contractor so that at times of excess towing, we will be able to meet all time requirements set forth in the contract specifications.

4.4.6.1 We understand that additional tow equipment may come in the form of other tow companies which we have prior written agreements with.

4.4.6.2 No other tow company will be used by Capital Towing to fulfill the obligations of this contract until they have been approved in writing by the LPD.

4.4.6.3 Any other tow company used by Capital Towing will agree to abide by all terms and conditions of this contract and will be under the direct supervision of this vendor.

4.5 Over-sized Vehicles

Gene's
believe the LPD to

4.5.1 For the last 14 years, Capital Towing has used Gene's Tire and Towing in lieu of maintaining service vehicles large enough to tow "oversized vehicles". Towing has done an excellent job for the city of Lincoln, and we be more than happy with their performance.

4.5.1.1 We understand that we must indicate in the Attribute section of our ebid that we intend to utilize Gene's Towing as our subcontractor for this service. We will submit information of what equipment they will use to fulfill the specifications of this contract.

done by
such
collection of
of this

4.5.2 In the event that we do choose to use Gene's Towing for this service, we understand that they must perform all duties of this agreement as if it were this company, and that we remain responsible for the proper performance of towing, including, but not limited to the assumption of liability, the fees, timeliness of response, and all other factors that may be a part agreement.

4.5.3 All personnel hired by subcontractor will be properly licensed.

4.6 Personnel

4.6.1 All wreckers drivers employed by Capital Towing are required to be in full uniform .

this

4.6.1.1 It is understood that all uniforms shall be clean and have the names of the company and of the operator on the outside of the uniform. Capital Towing contracts with Max I Walker to provide our drivers with clean and pressed uniforms on a weekly basis. Capital Towing takes on the expense of service to insure that all drivers are clean and fitted with the proper uniforms.

responsible
LPD,
there
the middle
bicycle,
someone on property
inside of the
pickup their
impound yard, the
retrieve their vehicle and
can get to the lot to release the

4.6.2 While it does not specifically indicate in the specifications of this contract as it has in past contracts that the vendor must have personnel on the property 24 hours per day, 7 days per week to facilitate the towing, storage, inspection and return of vehicles. It is our intent to continue to do so. These specs read that personnel must be available to do the above mentioned items, not necessarily on property. However, we believe that we are for the safety of all vehicles, especially those that are being held as evidence for the as well as the safety of all personal property in the vehicles. We are also aware that are many situations in which officers must enter the impound lot and building in of the night, either to process a vehicle for evidence, or perhaps to store a found that it would make things substantially more difficult were there not at all times to allow the officers entrance to both the storage lot and the building. Another large concern is the safety of vehicle owners wishing to vehicle in the middle of the night. Were there no one on duty at the vehicle owner would have to call, and make an appointment to then wait out in the dark, hopefully not alone, until someone vehicle. So while it would save a substantial amount of

payroll to not have someone on
safety to do so.

property at all times, we feel it is in the interest of

4.6.3 Another reason to have an employee on the property at all times is because we understand
that we are required to allow and permit the inspection of any vehicle stored or
towed pursuant to any of the provisions hereof by the owner of the vehicle or by any
persons having authorization from the owner 24 hours per day, 7 days per week.

4.6.4 Capital Towing has always made sure that there was sufficient personnel available to
release vehicles in a timely fashion in times of high towing. Because we choose to have
personnel on property at all times, we will always meet this specification of the contract.

4.6.4.1 We understand that if a high number of vehicles is suspected to be towed between
midnight and 6 am, two hours advance notice will be given by LPD, or parking
authority.

4.6.5 We understand that should Capital Towing be offered the contract, that all employees
criminal histories are to be made available to the City at that time, and at any time during
the contract that the histories are requested.

4.6.6 No owner, manager, or assistant manager of Capital Towing has had a felony conviction
within the past 5 years (see attached criminal histories of owners and managers, or
the past 20 years for that matter. There is also no conviction of any crime involving moral
turpitude.

4.6.6.1 We understand that this includes any form of theft.

4.6.7 We understand that the city reserves the right to reject any employee of Capital Towing,
should we be awarded the contract, on the basis of that employers criminal history.

4.6.8 All personnel shall be properly licensed.

4.7 Personal Property

4.7.1 We understand that the vendor will be required to assist LPD with an inventory, or to
have one of our employees do an inventory of all personal property in vehicles, unless that
vehicle has a police hold, on which we have been directed to tow either at the scene of an
two accident or point of removal. Our employees have been working with the LPD for
terms and are familiar with how vehicles are secured when a police hold exists.

4.7.2 We understand that one copy of the inventory shall be furnished to us to be kept with
the invoice of the tow.

4.7.3 We understand that one copy of the inventory shall be available to the owner of the
vehicle, or the owners agents.

4.7.4 We understand that one copy of the inventory shall be provided to and retained by the LPD. These inventories are usually in the form of notes on the police property report.

4.7.5 As the contractor for the City of Lincoln, including the LPD for the previous 16 years, Capital Towing has made every possible effort, and taken every possible safety precaution to protect the contents of every vehicle. This includes spending thousands of dollars to upgrade the security system at the impound lot, which was installed and paid for by the city. We understand that this is the responsibility of this company, and we are liable to the vehicle owner for the contents of their vehicle.

4.7.6 We understand that should we be awarded the contract, that we shall allow the owner of the vehicle to remove personal property 24 hours per day, 7 days per week. This does not include vehicles on which the LPD has placed a hold.

4.7.7 In the event the LPD does have a hold on a vehicle, property may only be released upon prior approval of LPD. One of the security measures that has been developed between Capital Towing and the LPD is that if a police hold exists on a vehicle, and an officer calls to give permission for property to be released to the owner, and officer must either be physically present when property is removed. Or, in the case that the officer is giving verbal authorization over the phone there is a process which is followed. First of all, the call must come over the "hot line" or the secure phone line directly between the Lincoln Police Department and the impound lot, or the call must come from the property division of the Police Department. This prevents someone from calling and identifying themselves as a police officer in order to remove possible evidence of a crime from the vehicle. Second, we document the officers name and badge number and exactly what they are saying may be removed from the vehicle. Third, an employee of Capital Towing escorts the owner to the vehicle, and remains with that owner at all times. Lastly, the owner is required to document on our invoice, as well as on the Police property report what has been removed and sign and date the statement. Before the owner is allowed on the property they must present a picture identification.

4.7.8 There has been provided, by the city, a secure area inside the building at the impound lot to hold personal property removed from vehicles in preparation for the auction. Employees of Capital Towing have no access to this area.

4.8 Vehicle Release

4.8.1 Capital Towing employees are subjected to a lengthy and intense training period, in which they are taught to read police property reports. It is this report where information is given to the vendor on the specific wants of the police department in dealing with the vehicle. The employees are all taught to identify when a police hold exist and that the vehicle cannot be released to anyone, until that hold is released by an officer, or authorized agent of the Lincoln Police Department.

- 4.8.2 Our employees, i.e. tow drivers, are trained that vehicles ordered towed by the Lincoln Police Department are towed to, and stored in such locations as may be directed by LPD or designated representative.

4.9 Duty Call

- 4.9.1 Capital Towing understands, and has been adhering to the strict policy of having operators or drivers on duty and subject to call from the city twenty-four (24) hours per day, 7 days per week, for removal and towing of vehicles and storage at the city's impound lot. While there are vendors which may choose to have drivers on-call, and not based at the impound lot during non-peak towing hours, such as after midnight and on weekends, Capital Towing has drivers on at all times.

4.10 Laws and Regulations

- 4.10.1 We understand that all employees of Capital Towing shall at all times operate within the framework of all ordinances, statutes, and laws whether local, state or federal, including DOT. Capital Towing managers and owners have worked with our government officials, i.e. Senators to devise new State laws with regards to the towing industry.

4.11 Bicycle and Bicycle Parts

- 4.11.1 We understand that if we are awarded this contract that it will be the responsibility of this company to remove bicycles and/or bicycle parts from various locations in the city on a regular basis. We have in place a system for this process.
- 4.11.1.1 We understand that it is required, and have a practice in place for picking up bicycles twice a week in the Summer and once a week in the Winter. We are also will pick up bicycles at any time that a representative of the city or the LPD call the impound lot to inform us that any bicycle holding area, at any Fire station is full.
- 4.11.2 We understand that if notified that bicycles need to be picked up, it must be done within 36 hours of being notified. We have never taken longer than 24 hours to pick up bikes once notification has been received.
- 4.11.3 We store all bicycles and parts inside the building at the impound yard now, and will continue to do so if awarded this contract.
- 4.11.4 Capital Towing has in place a secure process for the showing and release of bicycles and parts between the hours of 7:00 AM and 5:00 PM, weekdays and Saturdays. We understand that this does not have to be allowed on Sundays or holidays, but we allow this to be done on Sundays and holidays now, and will continue this practice if we are awarded this contract. We understand that people are very busy and it is difficult to find a time during the hours that most people are at work to retrieve a bike, this is the reason we

voluntarily extend the hours.

4.11.5 We have a system in place, approved by LPD, for the release of bicycles to the owners of such, or after notification from LPD or a representative of LPD.

the 4.11.6 Capital Towing understands that we will be paid the line item bid amount for the handling of bicycles should we be the successful bidder. We have a billing system in place to bill LPD for these charges that has worked very well for the last 16 years.

that these 4.11.6.1. We understand that it is estimated that between 800-900 bicycles are handled by the vendor each year, but that amount is not guaranteed. We also know numbers can vary greatly from year to year.

4.11.7 We understand that an auction for unclaimed bicycles shall be held at the impound lot at a time and date which is determined by LPD. Capital Towing employees have been assisting LPD personnel and the contracted auctioneer in conducting these auctions for 16 years. We are aware of the order of the auctions, and know what help needs to be given. We have provided this extra help without ever expecting compensation from the city.

4.11.8 We understand that the sale of unclaimed misc. property may be included in these auctions.

relish the 4.11.9 Again, we are well versed in the procedures of preparing bicycles for auction, such as checking each bicycle against the property number a minimum of two separate times, and we are very good at assisting with the handling of bicycles at auction, and would opportunity to continue to do so.

4.11.10 We understand that we are required to segregate and keep separate all bicycles which are designated for auction.

4.12 Cancellation Notice

4.12.1 All owners and managers of Capital Towing understand that the contract may be cancelled by giving the other party sixty (60) days written notice of the termination of the contract unless the vendor is found to be in substantial breach of it's contract in which case such contract will immediately terminate in accordance with applicable law. However, we have held this contract for two (2) terms of eight (8) years each and feel that we have performed well above the standards set by previous vendors. We relish the chance to continue this performance for another eight (8) year term and are confident that we will not choose to terminate the contract early, nor will the City of Lincoln, with emphasis on the LPD ever have reason to terminate the contract ahead of it's eight (8) year term.

4.13 City of Lincoln Inspection(s)

4.13.1 We pledge that if we are the successful vendor, we shall keep and have all tow trucks and equipment available for inspection by LPD, or authorized representative of the City at any time.

4.13.2 We understand that if any unit does not pass inspection it shall be removed from service until such time it is approved for use by the City.

4.13.3 We understand that if a unit is removed from service that it must be immediately replaced with another unit so as to have a full compliment of tow trucks to meet the terms and conditions of this contract. Capital Towing has several more tow trucks than the contract requires, and will always have the required number of trucks in service.

4.14 General Insurance Requirements

4.14.1 Capital Towing has always and will always carry such insurance as described on the City of Lincoln insurance requirements document, and is eager to do so for another eight (8) year term. We understand that this is a requirement of fulfilling this contract.

4.14.2 We understand that should we be awarded this contract that we cannot commence work under this contract until we have obtained all insurance required under this section and such insurance has been approved by the City Attorney for the City of Lincoln. We also understand that we cannot allow any subcontractor to commence work on our behalf until the subcontractor has all similar insurance requirements met and similarly approved by the City. Capital Towing has all insurance requirements in place, and has never had them lapse in the sixteen (16) years that we have performed this service for the City of Lincoln.

4.14.3 We understand the requirement that the City of Lincoln must be named as an additional insured on the Certificate of Accord. This is in place as we submit our bid.

4.14.4 Garage Keepers Legal Liability

4.14.4.1 We understand that insurance for fire, theft, riot, vandalism and collision or upset, subject to not more than \$500.00 deductible per occurrence shall be carried with sufficient limit of liability to cover the maximum number of automobiles or other vehicles, and the contents of such automobiles and vehicles, in accordance with the City of Lincoln's contract for tow-in services and storage of towed vehicles.

5. RECORD KEEPING

5.1 We understand the requirement for keeping records as required by Urban Development and LPD, and furnishing them to both companies on a monthly basis not later than the 10th day of the next succeeding month. We have devised a system for producing these records, and have been submitting them to the LPD for the last two terms of this contract.

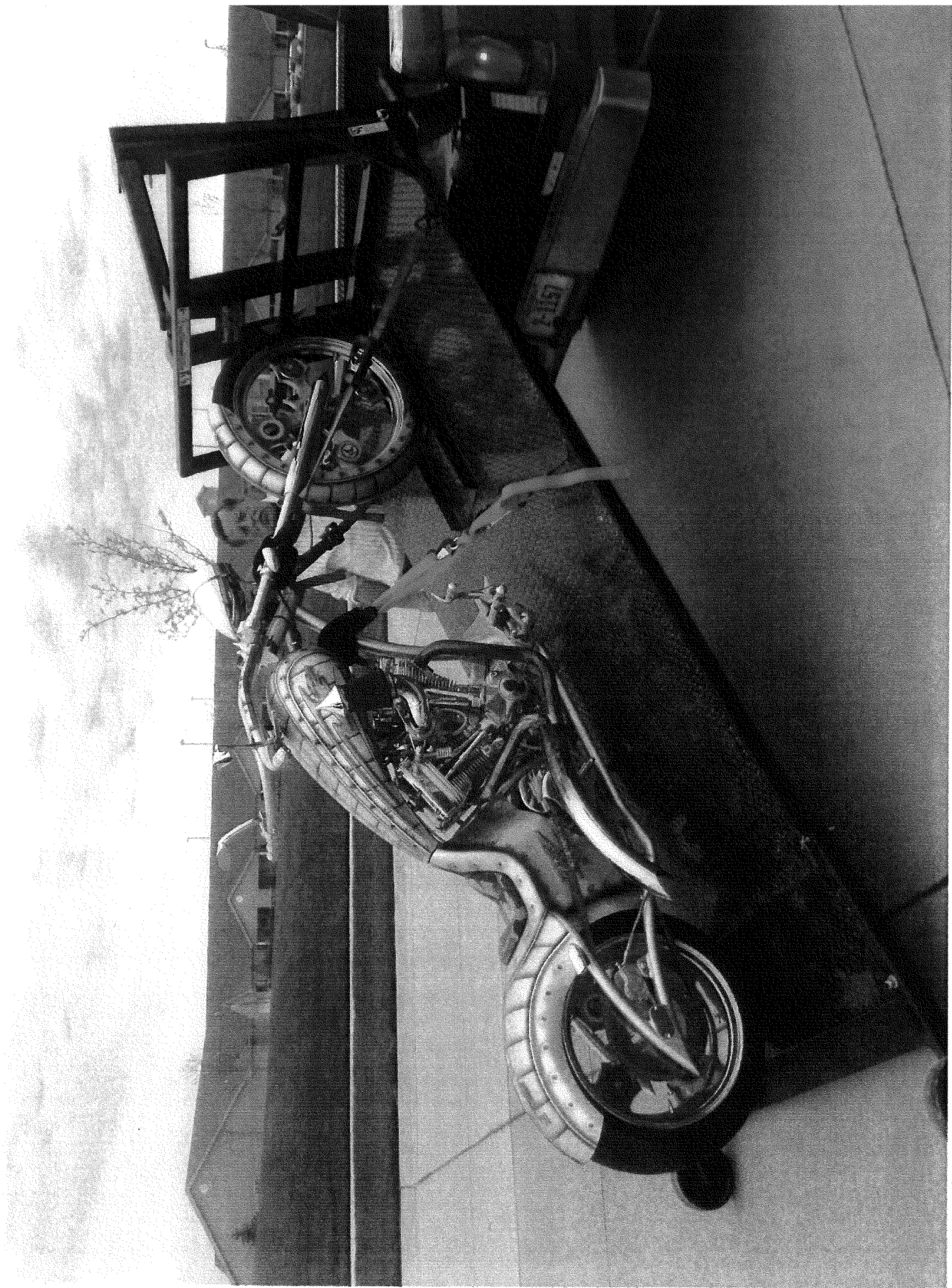
5.2 We understand that any records in connection with this contract shall be open for inspection at all times by a duly authorized representative of the city.

5.3 We understand that the records shall be kept and maintained in the following manner.

- 5.3.1 We shall record all vehicles towed and length of storage.
 - 5.3.1.1 Record of vehicles towed from public streets.
 - 5.3.1.2 Record of vehicles towed from private property.
- 5.3.2 We shall keep record of the disposition of all vehicles towed to include the disposition of all personal property.
- 5.3.3 Included in the records will be information of the location from where all towed vehicles are removed from on public streets and private property.
- 5.3.4 If awarded the contract we understand that we will be required to keep record of all monies received from the following:
 - 5.3.4.1 Towing
 - 5.3.4.2 Storage
 - 5.3.4.3 Salvage
 - 5.3.4.4 Snow removal fees
 - 5.3.4.5 Mechanical service fee
 - 5.3.4.6 Accident cleanup fee
 - 5.3.4.7 Auction proceeds

6. AWARD

6.1 We at Capital Towing understand there will be many factors in determining “the lowest, most responsive, responsible bidder” in addition to price and lease amount. We understand that all of the factors in 6.1.1 through 6.1.12 shall also be factors taken into account in awarding the bid in the best interest of the city. We believe that our performance over the preceding eight (8) years has shown our quality of commitment to the city of Lincoln and the Lincoln Police Department. Please see attachment letters of reference which we believe show our level of commitment.



**SPECIFICATIONS
FOR
TOWING AND STORAGE OF TOWED VEHICLE(S) AND BICYCLES**

1. GENERAL NOTICE

- 1.1 The City of Lincoln (hereinafter referred to as City) is requesting sealed bids for providing tow-in service and storage of vehicles from City streets or other property within the City limits of Lincoln, Nebraska.
 - 1.1.1 This is a rebid from bid 11-176.
 - 1.1.1.1 All information submitted by Vendors for 11-176 is invalid for this bid.
- 1.2 The City is requesting pricing for City ordered tows, requests made by the City on behalf of the Owner tows and storage of vehicles.
 - 1.2.1 There will only be one award therefore Vendors must bid all packages.
 - 1.2.2 The contract for towing and storage services also includes the towing of City Owned vehicles to locations throughout the City as requested by the City Departments.
 - 1.2.2.1 There is no charge at any time for the towing of City Owned vehicles which are in the four (4) ton or less category
 - 1.2.2.2 The fee to the City for towing of City Owned vehicles which are in the oversize category shall be at the rate listed in the Line Items for City Ordered tows.
 - 1.2.3 The number of City ordered tows of vehicles under 4 tons for 2011 is 2,927.
 - 1.2.3.1 The City is running a test for the booting of vehicles in place of tows in 2012.
 - 1.2.3.2 The estimated number of tows in 2012, with the reduction in booted vehicles is 2,600.
 - 1.2.3.3 The City does not guarantee any number of tows or storage days as part of the awarded contract.
 - 1.2.4 The number of City-Ordered tows of vehicles over 4 tons in 2011 is 13.
 - 1.2.5 The number of City-Owned vehicles under 4 tons towed in 2011 is 142.
 - 1.2.6 The number of City-Owned Oversized vehicle tows in 2011 is 10.
 - 1.2.7 The number of requested accident tows in 2011 is 1,657.
 - 1.2.8 The number of Storage Days for accidents in 2011 is estimated at 5,117.
 - 1.2.9 The number of Storage Days for City-Ordered Tows in 2011 is estimated at 6,450.
- 1.3 Successful Vendor will be required to store towed items at the City's impound lot.
 - 1.3.1 The City's impound lot is located at 101 Charleston which is just west of Haymarket Park.
 - 1.3.2 Successful Vendor must provide a yearly payment for use of the City's impound lot at the rate of at least \$72,000 per year.
 - 1.3.2.1 Vendor shall propose their rate in the Attribute section of their ebid response.

- 1.3.2.2 The payment shall be paid in quarterly installments by the last day of each quarter.
 - 1.3.2.3 The contract will include 350 stalls for the exclusive use of City ordered tows.
 - 1.3.2.4 The remaining stalls are available for use by the Vendor.
 - 1.3.2.4.1 There are approximately 650 total stalls, including the auction area, in the impound lot.
 - 1.3.2.5 The Vendor will be provided sufficient space for an office to conduct its business.
 - 1.3.2.6 The Vendor shall provide their own office furniture and equipment.
- 1.3.3 The Vendor shall provide an electronic gate at the entrance to the impound lot.
- 1.3.4 Vendor will be required to maintain the impound lot and building in a manner acceptable to the City.
 - 1.3.4.1 An inspection will be conducted with the awarded Vendor and a City Representative prior to the start of the contract period to determine what maintenance duties will be required of the previous Vendor and those of the new Vendor.
- 1.3.5 Vendor will pay for all maintenance, upkeep and utility costs for the impound lot during the entire contract term.
- 1.4 Vendor shall indicate any and all contracts it has with other companies or agencies in Lincoln for towing and/or storage services.
 - 1.4.1 These contracts may be listed in the Attribute section or typed on letterhead and attached to the Response Attachment section of your e-bid response.
 - 1.4.2 This information will be used to determine if the Vendor can meet City requirements.
- 1.5 Vendors must submit with their bid a written outline of how they propose to fulfill this contract, to include methods of operation.
 - 1.5 This outline shall be attached to the Response Attachment section of your e-bid response.
- 1.6 Vendor shall submit a transition plan listing how they will coordinate their services with the current contracted Vendor in order to meet the requirements set in these specifications.
 - 1.6.1 Transition plan must include the number of days from execution of contract for the Vendor to completely assume all duties of this contract without disruption of service.
- 1.7 Overhead photos of the City's impound lot and storage building are provided in the Bid Attachment section of the ebid.
- 1.8 Vendor shall erect a sign outside the storage lot at the corner of the entryway and Charleston indicating it is the City impound lot.
 - 1.8.1 Sign must meet City code for sign size and installation requirements.

- 1.9 The City will allow the Vendor the opportunity to increase their tow prices if the cost of fuel exceeds \$1.25/gallon above the Average Monthly Retail On-Highway Diesel/Gas Fuel Price for Lincoln, Nebraska as listed on the date the contract is awarded.
 - 1.9.1 Vendor must exercise option for increase by contacting the City Purchasing Department and providing the exact revised amount to be charged per tow at least 30 days prior to increase.
 - 1.9.2 The City of Lincoln will evaluate the request and determine if an increase is acceptable or if the contract should be terminated and a new bid issued.
 - 1.9.3 Only the Tow Service pricing is eligible for an increase.
 - 1.9.4 In the event that fuel prices decrease to an amount equal to or less than the original amount an amendment may be issued for an agreed upon lower rate.
- 1.10 Vendor will not be allowed to charge any other fees or charges other than those listed in the Line Items section of the ebid, in the Vendor response, in the Attribute section or during final negotiations of the contract.
- 1.11 A \$5,000.00 bid bond is required at time of bid submission according to the terms as listed in the Attribute section of the ebid system.
- 1.12 The City of Lincoln Living Wage Ordinance does not apply to this service.
- 1.13 Bidders shall submit bid documents and all supporting material via e-bid.
- 1.14 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.14.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.14.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.14.3 No direct contact is allowed between Vendor and other City staff or Elected Officials throughout the bid process.
 - 1.14.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. **SCOPE OF WORK**

- 2.1 The work covered under these specifications shall be the removal of vehicles from City streets, public property and private property, within the City limits of the City of Lincoln, Nebraska which may be ordered removed by any lawfully authorized agent of the City.
 - 2.1.2 In the event of an accident in the City Limits, the Vehicle Owner or Operator may use the City Towing Contractor or request that another wrecker service be called for immediate removal.
 - 2.1.1 Work will also include the removal of junk vehicles from private property for which authorization by the Owners or custodians of such vehicles has been obtained.

- 2.1.2 In addition, the successful bidder shall be required at the request of personnel of the Lincoln Police Department, (hereinafter referred to as LPD), to transport bicycles and parts thereof from various locations throughout the City designated by LPD, to a place of storage designated by the City (presently the City's impound lot).
- 2.2 Each Vendor must be able to demonstrate the ability to meet each section of the specification to the satisfaction of the City, on the date their bid is submitted to the City.
 - 2.2.1 Failure to provide additional information or clarification on bid documents proving the ability to meet the requirements in a timely manner may result in bid rejection.
- 2.3 Each Vendor must have a valid "Special Waste Permit" on the date their bid is submitted and comply with all current regulations.
 - 2.3.1 Vendor shall attach copies of the Permit to the Response Attachment section of their e-bid response.
- 2.4 The Vendor shall be required to collect Parking Ticket Fees owed to the City or Designate and to transfer these monies to the City on a scheduled day and time.
 - 2.4.1 The Vendor shall have a computerized system able to handle this requirement and must receive pre-approval by LPD and the City Urban Development Department of said system.
- 2.5 The Vendor agrees to collect a Towing Administration Fee for City ordered tows as required by the City of Lincoln Municipal Code, Section 10.44.030, a copy of which is attached to the Bid Attachment section.
 - 2.5.1 The \$50.00 per vehicle fee will be paid to the City Parking Division on a weekly basis at the same time all other fees are paid.
 - 2.5.2 The Vendor must maintain accurate files regarding the collection and disbursement of the fees collected as requested by the City Parking Division.
 - 2.5.3 The Vendor shall indicate any fees associated with the collection of the Towing Administration Fee in the Bid Attribute section or as part of an attachment to the bid.
 - 2.5.4 Only City ordered tows for vehicles that are claimed by the Owner will be charged the Towing Administration Fee.
 - 2.5.4.1 Towing fees imposed by the City shall not apply to vehicles other than vehicles impounded upon the order of a police officer or Parking Control Officer because of parking or ordinance violations, or other violations of law, and shall not be imposed upon vehicles that have been towed because of accident, mechanical failure, or other instance in which a vehicle owner or operator requests that a vehicle be towed to the automobile pound or such location as may have been contracted for by the City for the placement of impounded vehicles.
- 2.6 The University of Nebraska is considering a piggyback contract for the services listed in this specification.
 - 2.6.1 The University orders approximately 350 vehicle tows per year.
 - 2.6.2 The City is not responsible for any University of Nebraska authorized tows or storage fees in the event they decide to piggyback this contract.

- 2.6.3 Other government entities may also piggyback this contract with the approval of the City if such action does not impact the performance listed herein.
- 2.7 The City is considering an option to allow the Vendor to only serve the City and other interested government entities under the terms of this contract, please enter the information requested in the Attributes.

3. **GENERAL CONDITIONS**

- 3.1 These specifications relate to the towing of automobiles, trucks, buses, and all other vehicles from the public streets and other property within the City of Lincoln.
 - 3.1.1 This contract includes the towing of City-owned vehicles.
- 3.2 Vehicles to be towed will include those vehicles ordered to be towed by officials of the City.
 - 3.2.1 Each call for a tow will require one tow truck.
 - 3.2.1.1 If more than one truck is required, a detailed explanation shall be on the ticket.
 - 3.2.1.2 If an additional truck is required, it will be charged at the same rate as the first truck.
 - 3.2.1.3 A Law Enforcement Officer must sign off on the ticket verifying that more than one truck was required and used at that location.
 - 3.2.2 The Vendor is responsible for securing any titles and disposal of vehicles that are requested towed by LPD as a result of an accident.
 - 3.2.3 Such orders will arise from various types of legal process.
- 3.3 The Vendor will be, by virtue of a contract, authorized to tow ordered vehicles(s) to the City's impound lot.
- 3.4 The Vendor will be responsible for the storage of such vehicle(s) and will be responsible for the collection of fee(s) for towing and storage.
- 3.5 Vendor will also be responsible for the promulgation of a system approved by the City, to secure the payment of such fees in those instances when the towed vehicle must be immediately released to the Owner thereof.
 - 3.5.1 Vendor must be able to collect fees in the form of cash or credit card.
- 3.6 The Vendor submitting a bid for a contract shall submit on the basis of the amount charged for the towing of vehicle(s) and storage as listed below:
 - 3.6.1 Vehicles attached to Vendor's vehicle, but not towed, amount to be paid at the scene.
 - 3.6.2 Passenger cars, small trucks (licensed four (4) tons and less), and trailers (other than semi-trailers and house trailers).
 - 3.6.3 Straight trucks (licensed over four (4) tons).
 - 3.6.4 Over-sized vehicles:
 - 3.6.4.1 Semi-tractor
 - 3.6.4.2 Semi-trailer or house trailer
 - 3.6.4.3 Self-propelled campers or mobile homes
 - 3.6.4.4 Buses
 - 3.6.5 Motorcycles (vehicles capable of being licensed as motorcycle)
 - 3.6.6 Other vehicles (snowmobiles, boats on trailers, etc.)

- 3.6.7 Whenever position winching is necessary, a per-hour fee as indicated on the bid shall be charged for City-Ordered tows.
 - 3.6.7.1 City-Owned vehicles will NOT incur a per hour winch fee for any type of vehicle.
- 3.6.8 Whenever snow must be removed from in front of a vehicle to avoid damage to the vehicle a per-occurrence rate shall be charged.
- 3.6.9 Whenever mechanical work is required to tow a vehicle in order to avoid damage to the vehicle, a per hour rate shall be charged according to the bid rate listed.
- 3.6.10 Accident clean up fee as listed in the Line Item section of the ebid response.
- 3.7 Storage rates shall begin 24 hours after tow.
 - 3.7.1 Any vehicle stored as evidence at the request of LPD can be charged a storage fee at the discretion of LPD according to the laws of the State.
 - 3.7.2 Any vehicle belonging to the City will not be charged a storage fee.
 - 3.7.3 LPD has the right to store any type of equipment at the Impound Lot at no cost.
 - 3.7.4 Storage rates for passenger cars and trucks weighing four (4) tons or less shall be bid on a per-occurrence rate.
 - 3.7.5 Storage rates for straight trucks weighing over four (4) tons shall be bid on a per-occurrence rate.
 - 3.7.6 Storage rates for semi-trailer trucks and other oversized vehicles shall be on a per-occurrence rate.
 - 3.7.7 City Ordered Tows of Semi-trailers and other oversized vehicles shall be winched on a per-hour rate and towed on a per-occurrence rate.
 - 3.7.8 Accident Tows of Semi-trailers and other oversized vehicles which are paid by the vehicle Owner or Operator shall be winched on a per-hour rate and towed on a per-occurrence rate.
 - 3.7.8.1 The per-hour winch rate for services listed in 3.7.7 and 3.7.8 begins when the tow vehicle hooks the winch onto the vehicle and ends when the vehicle is attached to the tow truck.
 - 3.7.9 Storage of semi-trailers and other oversized vehicles may be at a place other than the City's Impound lot.
 - 3.7.9.1 All said lots to be used for storage of semi-trailers and other oversized vehicles shall be approved in advance by the Chief of Police of the City of Lincoln, Nebraska or the Chief's designated representative.
 - 3.7.9.2 All said lots must be properly zoned according to City Code for this type of use.
 - 3.7.10 Storage rates of other vehicles (snowmobiles, boats on trailers, motorcycles, etc.) shall be bid on a per-occurrence rate.
 - 3.7.11 Storage rates shall not apply when a vehicle is towed to a destination other than the Vendor's outside or inside storage area, or an approved lot as specified in the preceding section.
- 3.8 In the event that the Vendor is unable to collect the towing and/or storage fee on claimed vehicles, the Vendor may protect its interest in accordance with legal procedures for the collection of such fee(s).

- 3.9 The City will not guarantee the payment of any fees by private parties not collected by the Vendor.
- 3.10 The City agrees to convey to Vendor, abandoned vehicles having no current numbered plates affixed and having a value of \$250.00 or less, as determined by LPD, such vehicles when towed from public property may be towed to City's lot or such salvage yard as Vendor may have arranged for.
 - 3.10.1 When the vehicle is conveyed to the Vendor, it shall no longer be counted as one of the 350 vehicles reserved for the City.
 - 3.10.2 Such vehicles will be held a minimum of five days before disposition, unless the vehicle owner provides the City with a written waiver.
 - 3.10.3 A total of 4 salvage titles were obtained by the Vendor in 2011.
- 3.11 Vendor shall also be responsible for the promulgation of a computerized system for towing and tow lot management (approved by the LPD) for securing the payment of its fees in disputed cases where such vehicle must be immediately released to the Owner thereof.
- 3.12 City further agrees to convey to Vendor for disposition, those vehicles not sold at public auction, all wrecked, junked, partially dismantled, or abandoned vehicles towed from private property upon which releases have been obtained from Owners or Custodians.
- 3.13 Public auction of unclaimed vehicles will be held at the impound lot, and will be conducted by personnel of LPD or their designee.
 - 3.13.1 A total of 346 vehicles were auctioned in 2011.
- 3.14 Vendor shall assist in cleaning and preparation of vehicles for auction.
 - 3.14.1 Vehicles on the auction list shall be moved to the front of the lot to the designated auction area.
 - 3.14.2 Periodically a vehicle may need to be pulled from the auction, and taken back to the general storage area.
 - 3.14.3 Vendor shall remove license plates from the auction vehicles and place them inside of vehicle.
 - 3.14.4 Vendor shall provide at least two (2) employees to assist in removing items from the vehicles under the direction of LPD Property Division.
 - 3.14.5 Vendor shall assist in unlocking or removing locks to gain access to vehicle interior and trunk.
 - 3.14.6 All of the duties listed in this section will be done at no additional cost to the City.
- 3.15 The City shall provide personnel to assist in inventory of vehicles to be sold at public auction.
- 3.16 Vendor shall be paid accrued towing and storage fees on vehicles upon sale of such vehicles which are sold at public auction.
 - 3.16.1 Fees shall not exceed sale price, excess monies will be returned to City.
- 3.17 Title will be provided to Vendor for those vehicles not sold during or at the public auction.
 - 3.17.1 Upon issuance of the title, the vehicle will no longer be counted as one of the 350 vehicles reserved for the City.
- 3.18 The City will reserve the right to dispose of vehicles titled to it by operation of law in a manner most advantageous to the City, in accordance with the provisions of the Lincoln Municipal Code or other applicable law.

- 3.19 In the event the Vendor does not have available proper equipment when requested by the City, the Vendor shall call upon another wrecker service to carry out such duties within the time frame of the contract.
 - 3.19.1 Prices charged shall be at the contract prices.
 - 3.19.2 It shall be the responsibility of the Vendor to receive the money and pay the other wrecker service for its service.
- 3.20 The Vendor shall charge directly to the vehicle Owner or Operator of the vehicle such fees for tow-in and/or storage of any vehicle(s) in accordance with the schedule of rates contained in the Bid Proposal.
- 3.21 The City will not prevent any Owner from claiming their vehicle from Vendor unless Vendor has been specifically directed to hold such vehicle by LPD or Agents of the City.
- 3.22 The length of the contract shall be for four (4) years, with option to renew for an additional four (4) year term with mutual consent of both parties.

4. SPECIFIC REQUIREMENTS

- 4.1 Response Time
 - 4.1.1 In the event that the Vendor's tow vehicle is unable to arrive at the scene within 20 minutes of dispatch time by the City, for Downtown tows, or within 30 minutes elsewhere in the City due to numerous calls, it shall be the responsibility of the Vendor to call upon another wrecker service to carry out such duties within that time frame and to so notify the Police Dispatcher who will provide the service.
 - 4.1.1.1 Vehicles shall be towed to the City's impound lot.
 - 4.1.1.2 A vehicle inventory number shall be placed on the windshield upon arrival at the lot.
 - 4.1.1.2.1 This only applies to City -Ordered tow-in.
 - 4.1.1.3 Vehicles ordered towed by the Parking Division and unclaimed after 5 days shall be changed to an LPD tow and a property report shall be filled out and an LPD inventory number assigned.
- 4.2 No Tow
 - 4.2.1 No fee shall be charged unless the vehicle to be towed has been connected to the towing vehicle.
 - 4.2.2 In the event that a vehicle is connected to the tow vehicle, Vendor must allow the vehicle Owner the opportunity to pay with cash or credit card at the scene.
- 4.3 Secured Parking
 - 4.3.1 Vendor will have the ability to secure outdoor fenced space for security parking at the City's impound lot for at least three hundred and fifty (350) vehicles specifically towed under City orders.
 - 4.3.2 The Vendor is directly responsible for ensuring that any vehicle stored outside shall have all vents and windows closed.
 - 4.3.2.1 If the Vendor is unable to close vents and windows, the vehicle must be protected from the elements via tarp or other methods.
 - 4.3.3 In the event the Contractor fails to protect the vehicle as described, the Contractor shall investigate, arbitrate or adjust all loss and damage claims.

4.3.4 Inside storage space shall be for the exclusive storage of towed vehicles at the request of LPD.

4.3.5 There is sufficient indoor storage at the City's impound lot to accommodate at least three (3) vehicles.

4.3.5.1 Vendor shall keep this area free and clear for LPD's exclusive use.

4.4 Tow Equipment

4.4.1 Vendor shall have at all times, not less than eight (8) power winch equipped tow trucks and one (1) power winch equipped flatbed truck with the latest state of the art safety devices to remove all vehicles in accordance with the terms and conditions of this agreement.

4.4.1.1 These nine (9) vehicles must be licensed to the Vendor and marked with the company name at all times.

4.4.1.2 Vendor shall attach a detailed list of the equipment that will be used in the performance of the contract and individual photos of each tow vehicle which shows the license plate, company markings and type of vehicle (wrecker or flatbed) to the Response Attachment section of their ebid response.

4.4.1.3 ALL VEHICLES REQUIRED FOR THE PERFORMANCE OF THIS CONTRACT MUST MEET THE REQUIREMENTS LISTED ABOVE AT TIME OF BID CLOSING.

4.4.1.3.1 Detailed list must include the model year, manufacturer and model of the tow vehicles.

4.4.1.4 Prior to award the City shall inspect all of the vehicles proposed for this contract to ensure that they meet the requirements listed herein.

4.4.1.5 The City reserves the right to reject any piece of equipment that is deemed to not meet the requirements of these specifications.

4.4.1.5.1 In the event a piece of equipment is rejected, the Vendor must have a replacement vehicle ready for inspection within 24 hours for reinspection.

4.4.2 All such trucks shall be equipped with two-way radios, pan and scoop shovel, broom and receptacle for debris, minimum 10-pound dry powder fire extinguisher, and a container filled with oil absorbent and an empty container to put debris from an accident scene.

4.4.3 All trucks shall be DOT certified.

4.4.4 Vendor agrees to remove from the street all parts, glass, metal, dirt and debris, etc. and to spread oil absorbent on all oil, gasoline and/or grease spots which are upon such street at the scene of an accident and/or collision to which the Contractor has been directed to remove any vehicle(s). (Per Ordinance 10.24.90)

4.4.4.1 Should the City have to clean area up due to Vendor's failure to do so, cost of clean-up shall be billed to Vendor and an additional \$100.00 fee will be assessed.

- 4.4.5 Vendor must have the tow trucks available for towing use 24 hours a day, seven days a week.
- 4.4.6 Vendor shall provide additional towing equipment in the time of extra demand such as winter storms, Nebraska football Saturdays, special events, or upon notice as requested by the City.
 - 4.4.6.1 Additional tow equipment may be in the form of prior written agreements with other towing service providers.
 - 4.4.6.2 Other towing services must be approved in writing by LPD.
 - 4.4.6.3 Other towing service providers will act under the supervision of the Vendor and abide by all terms and conditions of the contract.
 - 4.4.6.4 The City shall attempt to provide a minimum of 4 hours notice for winter storm towing services and 1 week notice prior to Special Events.
- 4.5 Oversized Vehicles
 - 4.5.1 In lieu of maintaining equipment and/or personnel for the towing of "oversized vehicles," Vendor may, at their option, cause such towing of oversized vehicles to be performed by other towing service companies.
 - 4.5.1.1 Vendor must indicate in the Attribute Section of their ebid response if they intend to use a Subcontractor for this service, and if so, who the Subcontractor will be and the equipment the Subcontractor will utilize in the performance of the contract.
 - 4.5.2 In that event, all conditions of this agreement remain in effect, as if the towing were done by Vendor, and Vendor agrees to be held responsible for the proper performance of such towing, including the assumption of liability, the collection of fees, timeliness of response, and other such factors as are a part of this agreement.
 - 4.5.3 All personnel hired by the Subcontractor shall be properly licensed for the type of vehicle they are operating during performance of this contract under Local, State, Federal and DOT guidelines.
- 4.6 Personnel
 - 4.6.1 Vendor shall provide uniformed wrecker operators.
 - 4.6.1.1 Said uniforms shall be clean and have the names of the company and the name of the operator on the outside of the uniform.
 - 4.6.2 Vendor shall have available persons to process requests for the towing, storage, inspection, and return of vehicles towed 24 hours a day, seven days a week.
 - 4.6.3 Vendor shall allow and permit the inspection of any vehicle stored or towed pursuant to any of the provisions hereof by the Owner of such vehicle or by any person having authorization from such Owner 24 hours a day, seven days a week.
 - 4.6.4 Vendor shall be prepared to have additional personnel available to handle claims for return of vehicles towed as requested by the LPD on those occasions when extra towing is required, such as on Nebraska football Saturdays and during special events.
 - 4.6.4.1 If a high number of vehicles are being towed between midnight and 6 am, the City shall provide advance notice to the Vendor at least four (4) hours in advance if possible.

- 4.6.5 Vendor shall run a criminal history check on all employees and make report available to the City at time of contract execution and any other time throughout the contract period.
- 4.6.6 No Owner, Manager, or Assistant Manager shall have had a felony conviction record or any crime involving moral turpitude within the last five (5) years.
 - 4.6.6.1 This shall include any form of theft.
- 4.6.7 The City reserves the right to reject any Vendor's employees who have a criminal record.
- 4.6.8 All personnel shall be properly licensed for the type of vehicle they are operating during performance of this contract under Local, State, Federal and DOT guidelines.
- 4.7 Personal Property
 - 4.7.1 Vendor shall assist LPD with the inventory, or have Vendor's employee representative or agent, inventory all personal property in vehicles, except vehicles upon which there is a Police hold, which the Vendor is directed to tow, at the scene of an accident or collision or point of removal.
 - 4.7.2 One copy of the inventory sheet shall be furnished to the Vendor.
 - 4.7.3 One copy of the inventory sheet shall be given to the Owner of the vehicle towed, or to Owner's agent or representative or securely attached to the vehicle or left inside the vehicle in plain view, and shall not be removed except by the Owner or the Owner's representative.
 - 4.7.4 One copy of the inventory sheet shall be provided to and retained by LPD.
 - 4.7.5 The Vendor shall be solely responsible and liable to the Owner for all personal property in all vehicle(s) towed under this contract.
 - 4.7.6 Vendor shall allow and permit removal of personal property from towed vehicles by the Owner of such vehicle(s), 24 hours a day, seven days a week except vehicles upon which there is a Police hold.
 - 4.7.7 In the event of a Police hold, items may be removed only upon prior approval of LPD.
 - 4.7.8 Vendor shall provide secure storage for all personal property removed from vehicles in preparation for vehicle auctions.
- 4.8 Vehicle Release
 - 4.8.1 When a Police hold order exists, the vehicle(s) shall not be released unless authorized by a duly accredited agent of LPD.
 - 4.8.2 Such vehicles shall be towed to and stored in such location as may be directed by LPD or designated representative.
- 4.9 Duty Call
 - 4.9.1 Vendor shall have Operators or Drivers on duty and subject to call from the City twenty-four (24) hours a day, seven (7) days a week, for removal and towing of vehicle(s) and storage at the City's impound lot.
- 4.10 Laws and Regulations
 - 4.10.1 Vendor shall at all times operate within the framework of all ordinances, statutes, and laws whether Local, State, or Federal, including DOT.

- 4.11 Bicycle and Bicycle Parts
 - 4.11.1 Vendor shall remove bicycles or bicycle parts from various locations as designated by the City on a regularly scheduled basis.
 - 4.11.1.1 In the summertime it shall be twice a week and once a week during winter.
 - 4.11.2 In other cases removal will be no later than 36 hours following notification by LPD personnel.
 - 4.11.3 Such bicycles or bicycle parts shall be stored in an enclosed building at the City's impound lot.
 - 4.11.4 Vendor shall be available to show and release bicycles or bicycle parts between the hours of 7:00am and 5:00pm, weekdays and Saturday (Holidays and Sundays excluded).
 - 4.11.5 Bicycles or bicycle parts shall be released by Vendor to those persons appearing with proof of purchase, receipts of licensing or upon notification of proper ownership by LPD personnel.
 - 4.11.6 The Vendor shall be paid the Line Item rate per bicycle for each bicycle picked up and stored for such period as directed by LPD.
 - 4.11.6.1 It is estimated that 800 - 900 bikes are picked up and stored over the course of a year.
 - 4.11.7 Auction of unclaimed bicycles shall be held at the impound lot at a date and time determined by LPD.
 - 4.11.8 Included in the sale shall be any unclaimed miscellaneous properties to be auctioned as selected by LPD.
 - 4.11.9 Vendor shall assist with the preparation of bicycles for auction and shall assist LPD with the handling of bicycles at auction.
 - 4.11.10 Vendor shall also segregate and keep separate all bicycles designated for auction.
- 4.12 Cancellation Notice
 - 4.12.1 It is understood that the contract may be canceled by giving the other party sixty (60) days written notice of the termination of the contract unless the Vendor is found to be in substantial breach of its contract, in which case such contract will immediately terminate in accordance with applicable law.
- 4.13 City of Lincoln Inspection(s)
 - 4.13.1 Vendor shall keep and have all tow trucks and equipment available for inspection by LPD or authorized representative of the City at any time.
 - 4.13.2 Any unit not passing inspection shall be removed from service until such time as it is approved by the City.
 - 4.13.3 If a unit is removed from service, the Vendor shall immediately replace it with another unit so as to have a full compliment of tow trucks to meet the terms and conditions of the contract.
- 4.14 General Insurance Requirements
 - 4.14.1 Vendor shall carry such insurance as described on the City of Lincoln Insurance Requirements document.
 - 4.14.2 Vendor shall not commence work under this contract until it has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Vendor allow any subcontractor to commence work on Vendor's subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- 4.14.3 The City of Lincoln must be named as additional insured on the Certificate of Insurance.
- 4.14.4 Garage Keepers Legal Liability
 - 4.14.4.1 For fire, theft, riot, vandalism, and collision or upset, subject to not more than \$500.00 deductible per occurrence shall be carried with a sufficient limit of liability to cover the maximum number of automobiles or other vehicles, and the contents of such automobiles and vehicles, in accordance with the City of Lincoln's contract for tow-in services and storage of towed vehicle(s).

5. RECORD KEEPING

- 5.1 Vendor shall keep such records as required by Urban Development and LPD and furnish these records to both departments on a monthly basis not later than the 10th day of the next succeeding month.
- 5.2 Any records in connection with this contract shall be open for inspection by a duly authorized representative of the City.
- 5.3 Records shall be kept and maintained in the following manner:
 - 5.3.1 Record of all vehicles towed and length of storage
 - 5.3.1.1 Public Streets
 - 5.3.1.2 Private Property
 - 5.3.2 Disposition of all vehicles towed including disposition of personal property.
 - 5.3.3 Record of location from where all towed vehicles are removed from on Public Streets and Private Property shall be required.
 - 5.3.4 Record of monies received from the following:
 - 5.3.4.1 Towing
 - 5.3.4.2 Storage
 - 5.3.4.3 Winch Fee
 - 5.3.4.4 Salvage
 - 5.3.4.5 Snow Removal Fee
 - 5.3.4.6 Mechanical Service Fee
 - 5.3.4.7 Accident Cleanup Fee
 - 5.3.4.8 Auction Proceeds
- 5.4 Upon request by the City, the Vendor shall provide the number of tows and storage for all types of vehicles for either 6 month or 1 year periods.
 - 5.4.1 Vendor shall have the means for splitting the number of tows for City-Owned Tows, under and over 4 tons, City-Ordered Tows, under and over 4 tons, number of bikes transported, number of accident tows and number of storage days from accident tows.

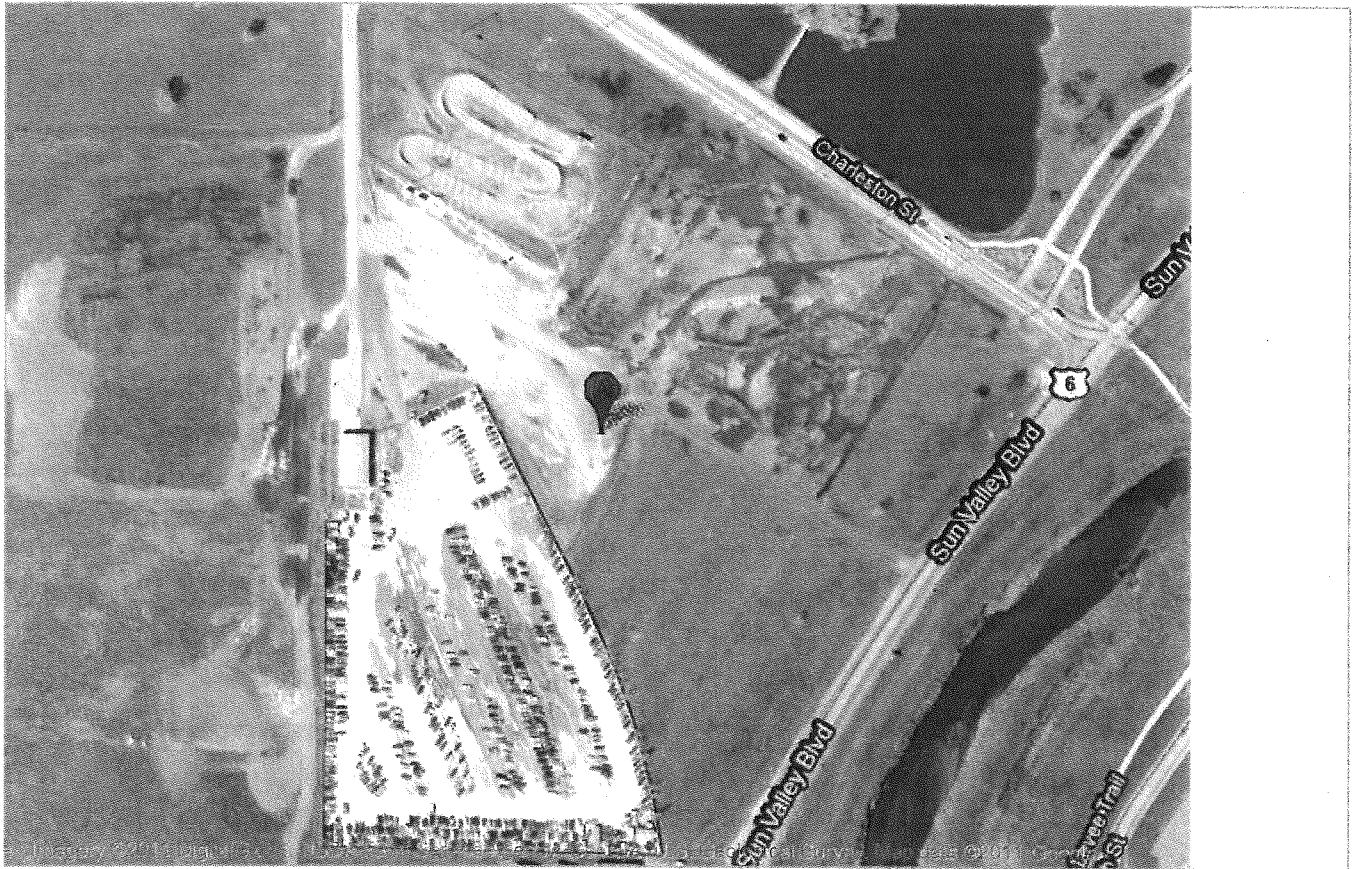
6. AWARD

- 6.1 In determining "the lowest, most responsive, responsible bidder" in addition to price and lease amount, the City shall consider:
 - 6.1.1 The ability, capacity, and skill of the Vendor to perform the contract and provide the service required.
 - 6.1.2 Whether the Vendor can perform the contract or provide the service promptly, or within the time specified, without interference.

- 6.1.3 The character, integrity, reputation, judgement, experience, and efficiency of the Vendor in the performance of contracts similar to the services required in these specifications.
- 6.1.4 The quality of performance on previous contracts or service.
- 6.1.5 The previous and existing compliance by the Vendor with the laws and ordinances relating to contract or service.
- 6.1.6 The sufficiency of the financial resources and ability of the Vendor to perform the contract or provide the service.
 - 6.1.6.1 If requested by the City, Vendor shall submit a financial statement for the last two years for all towing operations.
- 6.1.7 The quality, availability, and adaptability of the Vendor to perform the contract.
- 6.1.8 The ability of the Vendor to provide future maintenance and service on the impound lot.
- 6.1.9 The number and scope of conditions which are attached to the bid.
- 6.1.10 The condition of the property of which the Vendor is currently using to store towed vehicles.
 - 6.1.10.1 Upon request the Vendor shall allow the City to inspect their current tow lot prior to making an award.
- 6.1.11 The condition of the equipment being proposed for use during the contract period.
 - 6.1.11.1 Upon request the Vendor shall allow the City to inspect their current equipment prior to making an award.
- 6.1.12 The City reserves the right to accept or reject any or all bids and to waive irregularities.

Google maps

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Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



ADDENDUM #1

Issue Date:01/04/12

SPECIFICATION NO.12-006

FOR

VEHICLE TOWING AND STORAGE SERVICES

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. A request has been made for a copy of the 2003 bid specifications. They are attached to the Bid Attachment section.

End of Addendum

**NOTICE TO BIDDERS
SPECIFICATION NO. 03-198**

The City of Lincoln intends to enter into a contract for the following and invites you to submit a sealed bid for:

TOW-IN SERVICES AND STORAGE OF TOWED VEHICLE(S)

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S
SPECIFICATIONS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon, Wednesday, August 6, 2003 in the office of the Purchasing Agent, K Street Complex, 440 South 8th Street, Suite 200, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

The City reserves the right to reject any or all bids and to waive any defect in bids.

Bidders should take caution if U.S. mail or delivery service is used for submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division prior to the time and date specified.

**SPECIFICATIONS
FOR
TOW-IN-SERVICES
AND
STORAGE OF TOWED VEHICLE(S)
AND BICYCLES**

1. GENERAL NOTICE

- 1.1 Sealed bids for providing tow-in service and storage of vehicles from City streets or other property within the City limits of Lincoln, Nebraska will be received by the Purchasing Division of the City of Lincoln, Nebraska at 440 South 8th Street, Suite 200, up to the hour of 12:00 noon, Wednesday, August 6, 2003, at which time and place they will be publicly opened and read aloud.
- 1.2 The City is requesting two (2) different bid proposals; one for City ordered tows and one for requests made by the City on behalf of the owner.
 - 1.2.1 **Bidders must bid both proposals.**
- 1.3 Successful bidder will be required to store said items at the City's impound lot.
 - 1.3.1 The City's impound lot is located at 101 Charleston which is just west of Haymarket Park Baseball.
 - 1.3.2 Successful bidder will be required to enter into a contract for the lease of the City's impound lot at the rate of \$60,000 per year.
 - 1.3.2.1 The lease shall be paid by the last day of each quarter in the amount of \$15,000.00.
 - 1.3.2.2 The contract will include 350 stalls for the exclusive use of the City ordered tows.
 - 1.3.2.3 The remaining stalls are available for use by the contractor.
 - 1.3.2.4 The contractor will be provided sufficient space for an office to conduct its business.
 - 1.3.3 Successful bidder will be required to maintain the impound lot and building in a manner acceptable to the City.
 - 1.3.4 Successful bidder will pay for all maintenance, upkeep and utility cost for the impound lot.
- 1.4 Bidder must submit copies of any and all contracts it has with other agencies for similar type services.
 - 1.4.1 These contracts must be submitted with the bid.
 - 1.4.2 This will be used to determine if requirements can be met for the City contract.
- 1.5 Bidders must submit with their bid a written outline of how they propose to fulfill this contract, to include methods of operation.
- 1.6 A rough layout of the City's impound lot and storage building is provided as Attachment A of these specifications.

2. SCOPE OF WORK

- 2.1 The work covered under these specifications shall be the removal of vehicles from the City streets, public property and private property, within the City limits of the City of Lincoln, Nebraska which may be ordered removed by any lawfully authorized agent of the City except when the owner or operator requests that another wrecker be called.
- 2.2 This will include the removal of junk vehicles from private property for which authorization by the owners or custodians of such vehicles has been obtained.
- 2.3 In addition, the successful bidder shall be required at the request of personnel of the Lincoln Police Department to transport bicycles and parts thereof from various locations throughout the City designated by the Police Department, to a place of storage designated by the City (presently the City's impound lot).

- 2.4 Each bidder must be able to demonstrate the ability to meet each section of the specification to the satisfaction of the City, on the date their bid is submitted to the City.
- 2.5 Each bidder must have a valid for hire license and a valid special waste permit on the date their bid is submitted and comply with all current regulations per section four (4).
- 2.6 As an additional responsibility, the successful contractor will be required to collect Parking Ticket Fees owed to the City and to transfer these monies to the City the following day.
 - 2.6.1 The contractor shall have a computerized system able to handle this requirement and it must be pre-approved by the City Finance Department.

3. GENERAL CONDITIONS

- 3.1 These specifications relate to the towing of automobiles, trucks, buses, and like vehicles from the public streets and other property within the City of Lincoln.
 - 3.1.1 This contract includes the towing of City-owned vehicles.
- 3.2 Vehicles to be towed will include those vehicles ordered to be towed by officials of the City of Lincoln.
 - 3.2.1 Each call for tow will require one tow truck, if more than one is required a detailed explanation shall be on the ticket
 - 3.2.2 The contractor is responsible for securing any titles and disposal of vehicles that are requested towed by Lincoln Police Department as a result of an accident.
- 3.3 Such orders will arise from various types of legal process.
- 3.4 The Contractor will be by virtue of a contract authorized to tow ordered vehicles(s) to the City's impound lot.
- 3.5 The Contractor will be responsible for the storage of such vehicle(s) and will be responsible for the collection of fee(s) for such towing and storage.
- 3.6 Contractor will also be responsible for the promulgation of a system approved; by the City, to secure the payment of such fees in those instances when the towed vehicle must be immediately released to the owner thereof.
- 3.7 The Contractor submitting a bid for a contract shall submit same on the basis of the amount charged for the towing of vehicle(s) and storage as listed below:
 - 3.7.1 Vehicles attached to Contractor's vehicle, but not towed, amount to be paid at the scene.
 - 3.7.2 Passenger cars, small trucks (licensed four (4) tons and less), and trailers (other than semi-trailers and house trailers).
 - 3.7.3 Straight trucks (licensed over four (4) tons.
 - 3.7.4 Over-sized vehicles:
 - 3.7.4.1 Semi-tractor
 - 3.7.4.2 Semi-trailer or house trailer
 - 3.7.4.3 Self-propelled campers or mobile homes
 - 3.7.4.4 Buses
 - 3.7.5 Motorcycles (vehicles capable of being licensed as motorcycle)
 - 3.7.6 Other vehicles (snowmobiles, boats on trailers, motorcycles, etc.)
 - 3.7.7 Whenever position winching is necessary, a reasonable fee may be made for each hour or fraction thereof for use on the winch.
 - 3.7.8 Storage rates shall begin 24 hours after tow.
 - 3.7.8.1 Any vehicle stored as evidence at the request of the Lincoln Police Department can be charged a storage fee at the discretion of the Police Department.
 - 3.7.8.2 Any vehicle belonging to the City will not be charged a storage fee.
 - 3.7.9 Storage rates for passenger cars and trucks weighing four (4) tons shall be so required and so indicated on the proposal

- 3.7.10 Storage rates for straight trucks weighing over four (4) tons shall be required and so indicated on the bid proposal
- 3.7.11 Semi-trailers and other oversized vehicles shall be winched and towed at standard commercial rates, starting from the time arriving at the scene.
 - 3.7.11.1 Storage rates for semi-trailer trucks and other oversized vehicles shall be required and so indicated on the Bid Proposal.
- 3.7.12 Storage of semi-trailers and other oversized vehicles may be at a place other than the City's lot; except that all said lots to be used for storage of semi-trailers and other oversized vehicles shall be approved in advance by the Chief of Police of the City of Lincoln, Nebraska or the Chief's designated representative.
- 3.7.13 Storage rates of other vehicles (snowmobiles, boats on trailers, motorcycles, etc.)
- 3.7.14 Storage rates shall not apply when a vehicle is towed to a destination other than the Contractor's outside or inside storage area, or an approved lot as specified in the preceding section.
- 3.8 In the event that the Contractor is unable to collect the towing and/or storage fee on claimed vehicles, as such the Contractor may protect its interest in accordance with legal procedures for the collection of such fee(s).
- 3.9 The City of Lincoln will not guarantee the payment of any fees not collected by the Contractor.
- 3.10 The City agrees to convey to Contractor abandoned vehicles having no current numbered plates affixed and having a value of \$100.00 as determined by the Police Department or less, such vehicles when towed from public property may be towed to City's lot or such salvage yard as Contractor may have arranged for.
 - 3.10.1 When the vehicle is conveyed to the contractor, it shall no longer be counted as one of the 350 vehicles reserved for the City.
- 3.11 Such vehicles will be held a minimum of five days before disposition, unless the owner provides the City of Lincoln with a written waiver.
- 3.12 Contractor shall also be responsible for the promulgation of a system (approved by the Police Department) for securing the payment of its fees in disputed cases where such vehicle must be immediately released to the owner thereof.
- 3.13 City further agrees to convey to Contractor for disposition, those vehicles not sold at public auction, all wrecked, junked, partially dismantled, or abandoned vehicles towed from private property upon which releases have been obtained from owners or custodians.
 - 3.13.1 When the vehicle is conveyed to the contractor it shall no longer be counted as one of the 350 vehicles reserved for the City.
- 3.14 Public auction of unclaimed vehicles will be held at the impound lot, and will be conducted by personnel of the Lincoln Police Department or their designee.
- 3.15 Contractor shall clean and prepare vehicles for auction.
- 3.16 The City of Lincoln shall provide personnel to assist in inventory of vehicles to be sold at public auction.
- 3.17 Contractor shall be paid accrued towing and storage fees on vehicles upon sale of such vehicles which are sold at public auction.
 - 3.17.1 Fees shall not exceed sale price, excess monies will be returned to City.
- 3.18 Salvage title will be provided to Contractor for those vehicles not sold during or at the public auction.
 - 3.18.1 Upon issuance of the title, the vehicle will no longer be counted as one of the 350 vehicles reserved for the City.
- 3.19 The City will reserve the right to dispose of vehicles titled to it by operation of law in a manner most advantageous to the City in accordance with the provisions of the Lincoln Municipal Code or other applicable law.

- 3.20 In the event the Contractor does not have available proper equipment when requested by the City, the Contractor shall call upon another wrecker service to carry out such duties within the time frame of the contract.
 - 3.20.1 Prices charged shall be at the contract prices without being in breach of contract.
 - 3.20.2 It shall be the responsibility of the contractor to receive the money and pay the other wrecker service for its service.
- 3.21 The Contractor shall charge directly to the owner or operator of the vehicle such fees for tow-in and/or storage of any vehicle(s) in accordance with the schedule of rates contained in the Bid Proposal.
- 3.22 The City will not prevent any owner from claiming their vehicle from Contractor unless Contractor has been specifically directed to hold such vehicle by officers or agents of the City of Lincoln.
- 3.23 The length of the contract shall be for four (4) years, with option to renew for an additional four (4) years.

4. SPECIFIC REQUIREMENTS

4.1 Response Time

- 4.1.1 In the event that the tow vehicle is unable to arrive at the scene within 20 minutes of dispatch time by the City, due to numerous calls, it shall be the responsibility of the Contractor to call upon another wrecker service to carry out such duties within that time frame and to so notify the Police dispatcher who that service is:
 - 4.1.1.1 Vehicles shall be towed to the City's impound lot.
 - 4.1.1.2 This only applies to ordered tow-in.

4.2 No Tow

- 4.2.1 No fee shall be charged unless the vehicle to be towed has been connected to the towing vehicle.

4.3 Secured Parking

- 4.3.1 Contractor will have the ability to secure outdoor fenced space for security parking at the City's impound lot for at least three hundred and fifty (350) vehicles specifically towed under Section 1 of the proposed contract.
- 4.3.2 Any vehicle stored outside shall have all vents and windows closed as a direct responsibility of the Contractor.
 - 4.3.2.1 If the contractor is unable to close vents and windows, the vehicle must be protected from the elements via tarp or other methods.
- 4.3.3 Further, the Contractor shall investigate, arbitrate or adjust all loss and damage claims.
- 4.3.4 Storage of semi-trailers may be at a place other than the City's impound lot, except that all said lots used for semi-trailers shall be approved in advance by the Police Department for the City of Lincoln, Nebraska.
- 4.3.5 Inside storage space shall be for the exclusive storage of towed vehicles at the request of Lincoln Police Department.
- 4.3.6 There is sufficient indoor storage at the City's impound lot to accommodate at least six (6) vehicles.
 - 4.3.6.1 Contractor shall keep this area free and clear for the Police Department's exclusive use.

4.4 Tow Equipment

- 4.4.1 Contractor shall keep and maintain at all times, not less than eight (8) power winch equipped tow trucks with the latest state of the art safety devices to remove all vehicles in accordance with the terms and conditions of this agreement.
- 4.4.2 All such trucks shall be equipped with two-way radios, pan and scoop shovel, broom and receptacle for debris, minimum 10-pound dry powder fire extinguisher, and a container filled with oil absorbent and an empty container to put debris from the scene.

- 4.4.3 Contractor agrees to remove from the street all parts, glass, metal, dirt and debris, etc. and to spread oil absorbent on all oil, gasoline and/or grease spots which are upon such street at the scene of the accident and/or collision to which the Contractor has been directed to remove any vehicle(s). (Per Ordinance 10.24.90)
 - 4.4.3.1 Should the City have to clean area up by City crews or others cost of clean-up shall be billed to contractor and a \$100.00 fee will be assessed.
- 4.4.4 Contractor must have the tow trucks available for towing use 24 hours a day, seven days a week.
- 4.4.5 Contractor shall provide additional towing equipment in the time of extra demand such as winter storms, Nebraska football Saturdays, Nebraska State Fair, etc.
 - 4.4.5.1 Additional tow equipment may be in the form of prior written agreements with other towing services.
 - 4.4.5.2 Other towing services must be approved in writing by the City of Lincoln's Police Department.
 - 4.4.5.3 Other towing services will act under the supervision of the contractor and abide by all terms and conditions of the contract.
- 4.5 Oversized Vehicles
 - 4.5.1 In lieu of maintaining equipment and/or personnel for the towing of "oversized vehicles," Contractor may, at Contractor's option, cause such towing of oversized vehicles to be performed by other than Contractor.
 - 4.5.2 In that event, all conditions of this agreement remain in effect, as if the towing were done by Contractor, and Contractor agrees to be held responsible for the proper performance of such towing, including the assumption of liability, the collection of fees, timeliness of response, and other such factors as are a part of this agreement.
- 4.6 Personnel
 - 4.6.1 Contractor shall provide uniformed wrecker operators.
 - 4.6.1.1 Said uniforms shall be clean and have the names of the company and the name of the operator on the outside of the uniform.
 - 4.6.2 Contractor shall have available persons to process requests for the towing, storage, inspection, and return of vehicles towed 24 hours a day, seven days a week.
 - 4.6.3 Contractor shall allow and permit the inspection of any vehicle stored or towed pursuant to any of the provisions hereof by the owner of such vehicle or by any person having authorization from such owner 24 hours a day, seven days a week.
 - 4.6.4 Contractor shall be prepared to have additional personnel available to handle claims for return of vehicles towed for additional hours as requested by the Lincoln Police Department on those occasions when extra towing is required, such as on Nebraska football Saturdays and during the Nebraska State Fair week.
 - 4.6.5 Contractor shall run a criminal history check on all employees and make available to City if requested.
 - 4.6.6 No owner, manager, or assistant manager shall have an arrest record within the last five (5) years.
- 4.7 Personal Property
 - 4.7.1 Contractor shall inventory, or have Contractor's employee, representative or agent inventory all personal property in vehicles, except vehicles upon which there is a police hold, which the Contractor is directed to tow, at the scene of an accident or collision or point of removal.
 - 4.7.2 Such inventory of personal property shall be made in triplicate, and shall be signed by party making the inventory.
 - 4.7.3 One copy thereof shall be furnished to the Contractor.

- 4.7.4 One copy of the inventory shall be given to the owner of the vehicle towed, or to owner's agent or representative or securely attached to the vehicle or left inside the vehicle in plain view, and shall not be removed except by the owner or the owner's representative, and one copy retained by the Police Department.
- 4.7.5 The Contractor shall be solely responsible and liable to the owner for all personal property in all vehicle(s) towed under this contract.
- 4.7.6 Contractor shall allow and permit removal of personal property from towed vehicles by the owner of such vehicle(s), 24 hours a day, seven days a week except vehicles upon which there is a police hold.
 - 4.7.6.1 In case of a police hold items may be removed only upon prior approval of the Lincoln Police Department.
- 4.7.7 Contractor shall protect all personal property in towed vehicles, and upon disposition of any vehicle by legal sale, auction, or salvage, and shall assist the Lincoln Police Department of the City of Lincoln in the inventory of personal property, in such vehicle so disposed of.
- 4.7.8 All personal property which is left in vehicles towed by the Contractor shall be the Contractor's sole responsibility, any claims for loss or damage thereto shall be adjusted by and between the Contractor and the owner of the vehicle(s).
- 4.7.9 Contractor shall provide secure storage for all personal property removed from vehicles in preparation for vehicle auctions.
- 4.8 Vehicle Release
 - 4.8.1 When a police hold order exists, the vehicle(s) shall not be released unless authorized by a duly accredited agent of the Lincoln Police Department.
 - 4.8.2 Such vehicles shall be towed to and stored in such location as may be directed by the Police Department or designated representative.
- 4.9 Duty Call
 - 4.9.1 Contractor shall have operators or drivers on duty and subject to call from the City twenty-four (24) hours a day, seven (7) days a week, for removal and towing of vehicle(s) and storage at the City's impound lot.
- 4.10 Laws and Regulations
 - 4.10.1 Contractor shall at all times operate within the framework of all ordinances, statutes, and laws whether local, state, or federal.
- 4.11 Bicycle and Bicycle Parts
 - 4.11.1 Contractor shall remove bicycles or bicycle parts from various locations in the City on a regularly scheduled basis.
 - 4.11.1.1 In the summertime it shall be twice a week and once a week during winter.
 - 4.11.2 In other cases removal will be no later than 36 hours following notification by the Police Department personnel.
 - 4.11.3 Such bicycles or bicycle parts shall be stored in an enclosed building at the City's impound lot.
 - 4.11.4 Personnel of Contractor shall be available to show and release bicycles or bicycle parts between the hours of 0700 and 1700 hours weekdays and Saturday (holidays and Sundays excluded).
 - 4.11.5 Bicycles or bicycle parts shall be released by Contractor to those persons appearing with proof of purchase, receipts of licensing or upon notification of proper ownership by the Police Department personnel.

- 4.11.6 The Contractor shall be paid \$10.00 per bicycle for each bicycle picked up and stored for such period as directed by personnel of the Police Department.
 - 4.11.6.1 It is estimated that 1,200 bikes are picked up and stored over the course of a year.
- 4.11.7 Auction of unclaimed bicycles shall be held at the impound lot at a date and time determined by the Police Department.
- 4.11.8 Included in the sale shall be any unclaimed miscellaneous properties to be auctioned selected by personnel of the Police Department.
- 4.11.9 Contractor shall assist with the preparation of bicycles for auction and shall assist Police Department personnel with the handling of bicycles at auction.
- 4.11.10 Contractor shall also segregate and keep separate all bicycles designated for auction.
- 4.12 Cancellation Notice
 - 4.12.1 It is understood that the contract may be canceled by giving the other party sixty (60) days written notice of the termination of the contract unless the Contractor is found to be in substantial breach of its contract, in which case such contract will immediately terminate in accordance with applicable law.
- 4.13 City of Lincoln Inspection(s)
 - 4.13.1 Contractor shall keep and have all tow trucks and equipment available for inspection by the Police Department or authorized representative of the City at any time.
 - 4.13.2 Any unit not passing inspection shall be removed from service until such time as it is approved by the City.
 - 4.13.3 If a unit is removed from service, the Contractor shall immediately replace it with another unit so as to have a full compliment of tow trucks to meet the terms and conditions of the contract.
- 4.14 General Insurance Requirements
 - 4.14.1 Contractor shall carry such insurance as described herein.
 - 4.14.2 The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the City of Lincoln.
 - 4.14.3 Contractor shall not commence work under this contract until it has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on Contractor's subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
 - 4.14.4 The City of Lincoln shall be named additionally insured.

5. INSURANCE

- 5.1 Workmen's Compensation Insurance and Employer's Liability Insurance
 - 5.1.1 The Contractor shall take out and maintain during the life of this contract the applicable statutory Workmen's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all Contractor's employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Workmen's Compensation Insurance for the latter's employees.

- 5.1.2 The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on their employees.
- 5.2 Public Liability Insurance
- 5.2.1 The Contractor shall maintain during the life of this contract, Public Liability Insurance, naming and protecting Contractor and the City of Lincoln against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them.
- 5.2.2 The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
- (a) Bodily Injury Limits \$1,000,000 Each Occurrence
 - (b) Personal Injury Limits \$1,000,000 Per Person
 - (c) Property Damage Limits \$1,000,000 Each Occurrence
- 5.2.3 The Public Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- 5.2.3.1 The coverage shall be provided under a Comprehensive General Liability form of policy or one similar thereto.
- 5.2.3.2 The property damage coverage shall include Broad Form Property Damage Endorsement.
- 5.2.3.3 Contractual Liability coverage shall be included.
- 5.3 Automobile Liability Insurance
- 5.3.1 The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect the Contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the Operations of any owned, hired, or now-owned automobiles used by or for the Contractor in any capacity in connection with the carrying out of this contract.
- 5.3.2 The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be a \$1,000,000 combined single limit for bodily injury and/or property
- 5.4. Garage Keepers Legal Liability
- 5.4.1 For fire, theft, riot, vandalism, and collision or upset, subject to not more than \$500.00 deductible per occurrence shall be carried with a sufficient limit of liability to cover the maximum number of automobiles or other vehicles, and the contents of such automobiles and vehicles, in accordance with the City of Lincoln's contract for tow-in services and storage of towed vehicle(s).
- 5.5 Certificate of Insurance
- 5.5.1 The Contractor shall furnish the City of Lincoln with a certificate of insurance evidencing policies required in Sections 5.1, 5.2, 5.3 and 5.4.
- 5.5.2 Such certificate shall specifically indicate that the Public Liability insurance includes all extensions of coverage required in sections 4 and 5.
- 5.5.3 Such certificate shall specifically state that such insurer shall give the City at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.
- 5.5.4 Certificate of Insurance shall also name the City of Lincoln as an additional insured with respect to this contract.

6. RECORD KEEPING

- 6.1 Contractor shall keep such records as required by the Police Department and furnish these records to the Lincoln Police Department on a monthly basis not later than the 10th day of the next succeeding month.
- 6.2 Any records in connection with this contract shall be open for inspection by a duly authorized representative of the City.
- 6.3 Records shall be kept and maintained in the following manner:
 - 6.3.1 Record of all vehicles towed and length of storage
 - 6.3.1.1 Public Streets
 - 6.3.1.2 Private Property
 - 6.3.2 Disposition of all vehicles towed including disposition of personal property.
 - 6.3.3 Record of location from where all towed vehicles are removed from on Public Streets and Private Property shall be required.
 - 6.3.4 Record of monies received from the following:
 - 6.3.4.1 Towing
 - 6.3.4.2 Storage
 - 6.3.4.3 Salvage
 - 6.3.4.4 From any other source with respect to this contract.

7. AWARD

- 7.1 In determining "lowest responsible bidder" in addition to price, the Purchasing Agent and Police Department shall consider:
 - 7.1.1 The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - 7.1.2 Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without interference;
 - 7.1.3 The character, integrity, reputation, judgement, experience, and efficiency of the bidder;
 - 7.1.4 The quality of performance of previous contracts or service;
 - 7.1.5 The previous and existing compliance by the bidder with the laws and ordinances relating to contract or service;
 - 7.1.6 The sufficiency of the financial resources and ability of the bidders to perform the contract or provide the service;
 - 7.1.7 The quality, availability, and adaptability of the of the bidder to perform the contract;
 - 7.1.8 The ability of the bidder to provide future maintenance and service for the use of the impound lot;
 - 7.1.9 The number and scope of conditions which may be attached to the bid;
 - 7.1.10 The City reserves the right to accept or reject any or all bids and to waive irregularities.

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____ 2003, by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter referred to as "the City" and _____ hereinafter referred to as "the Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as the result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract.

1. For the period of three (4) years commencing 12:01 a.m., September 1, 2003 and ending 12:00 a.m., on August 31, 2007 with the option to renew for an additional four (4) years at same terms and conditions. The City, for and in consideration of the agreements of the Contractor hereinafter stated, agrees to direct and refer to the Contractor orders for the removal of vehicles from the streets or other property within the City Limits of the City of Lincoln, which may be ordered removed by any lawfully authorized agent of the City except when the owner or operator of the vehicle requests that another wrecker be called or such vehicles that have been released for removal from private property by the owners or custodians of such vehicles.

2. The Contractor shall charge directly to the owner or operator such fees for tow-in or storage of any vehicle in accordance with the schedule of rates contained in Paragraph 4 hereof entitled Schedule of Rates. It is understood by and between the parties hereto that the City is not responsible or liable for any charges made by the Contractor, and that the contractor must look solely to the owner or operator of the vehicle stored or towed for the recovery of any such charges. Contractor shall also be responsible for the promulgation of a system for securing the payment of its fees in disputed cases where such vehicle must be immediately released to the owner thereof.

4. THE FOLLOWING IS THE SCHEDULE OF RATES FOR UNITS ORDERED
TOWED BY THE CITY and SCHEDULE OF RATES TOW REQUESTS MADE BY
THE CITY ON BEHALF OF OWNER:

	CITY ORDERED	ACCIDENT
TOW-IN		
Passenger cars, small trucks (licensed four (4) tons and less and trailers (other than semi-trailers and house trailers).....	\$ _____	\$ _____
Straight Trucks (licensed over four (4) tons).....	\$ _____	\$ _____
Oversized vehicles:		
(a) Semi-tractor	\$ _____	\$ _____
(b) Semi-trailer or house-trailer	\$ _____	\$ _____
(c) Self-propelled campers or mobile homes	\$ _____	\$ _____
(d) Buses	\$ _____	\$ _____
Motorcycles (vehicles capable of being licensed as a motorcycle)	\$ _____	\$ _____
Other vehicles (snowmobiles, boats on trailers, motorcycles, etc.)	\$ _____	\$ _____
Transporting and storing bicycles and parts thereof	\$ _____	\$ _____
Whenever position winching is necessary, an additional fee may be charged for each hour or fraction thereof for use of the winch, starting time shall be once the contractor is on the scene.....	\$ _____	\$ _____
Whenever mechanical work is deemed necessary by the Contractor to prevent further damage to the vehicle or its contents, an additional fee may be charged for each hour or fraction thereof for such mechanical work, starting time shall be once the contractor is on the scene.	\$ _____	\$ _____
There shall be <u>no</u> additional charge for dollies.		
<u>Any rates charged for other than the actual tow must be documented and approved by the Police Department.</u>		

STORAGE

Storage rates shall not commence until after the expiration of 24 hours after towing of such vehicles.

Storage rates for passenger cars and trucks weighing four (4) tons and under shall not exceed the following daily rate:

Storage per day or fraction thereof \$ _____ \$ _____

Storage rates for Trucks weighing over four (4) tons shall not exceed the following daily rate:

Storage per day or fraction thereof \$ _____ \$ _____

CITY
ORDERED ACCIDENT

Semi-trailers and other oversized vehicles will be winched and towed at standard commercial rates.

Storage rates for semi-trailers and other oversized vehicles shall not exceed the following daily rate:

Storage per day or fraction thereof \$ _____ \$ _____

Storage of semi-trailers and other oversized vehicles may be at a place other than the Contractor's lot; except that all said lots to be used for storage of semi-trailers and other oversized vehicles shall be approved in advance by the Chief of Police of the City.

Storage rates for other vehicles (snowmobiles, boats on trailers, motorcycles, etc.) shall not exceed the following daily rate:

Storage per day or fraction thereof..... \$ _____ \$ _____

Storage rates shall not apply where a vehicle is towed to a destination other than the Contractor's outside or inside storage area, or an approved lot as specified in the preceding paragraph.

5. The Contractor further agrees and covenants with the City to abide by all the following requirements:

(a) The Contractor must keep and maintain at all times, at least eight (8) power winch equipped tow trucks with modern approved safety devices, containing sufficient equipment at all times to comply with the towing demands of the City. All such trucks to be equipped with two-way radios. All power winch equipped tow trucks shall be equipped with a pan or scoop shovel, broom and receptacle for debris, a minimum 10-pound dry powder fire extinguisher, and a container filled with oil absorbent and an empty container for debris. The Contractor agrees to remove from the street all parts, glass, metal, dirt and debris, and to spread, remove and dispose of all oil absorbent within all federal and state rules and regulations for all oil, gasoline or grease spots which are upon such street at the scene of an accident or collision from which the Contractor has been directed to remove a vehicle or vehicles.

(b) Contractor shall keep and have all tow trucks and equipment available for inspection by the Police Department or authorized representative of the City upon notice.

(c) Contractor shall carry such insurance as described in the required insurance clause of the general specification for contract bidders of the City of Lincoln and comply with all equal opportunity requirements contained in such specifications.

(d) Contractor shall maintain the security fenced parking area large enough to store three hundred-fifty (350) cars and trucks; to segregate, maintain and reserve the areas mentioned above for the exclusive storage of vehicles towed at the request of the City.

(e) Contractor shall keep such records concerning vehicles sold as required by the Chief of Police, and to furnish these records to the Chief of Police on a monthly basis not later than the 10th day of the next succeeding month following the sale. These records must include an accounting of monies returned to private owners or to persons to whom the Contractor would have been bound to deliver the vehicle. Any records in connection with this contract shall be open for inspection by authorized representatives of the City.

(f) At the scene of an accident or collision or point of removal, Contractor shall inventory, or have Contractor's employee, representative or agent inventory all personal property in vehicles which the Contractor is directed to tow. Such inventory of personal property shall be made in triplicate, and shall be signed by party making the same. One copy thereof shall be maintained by the Contractor as a permanent record. One copy of the inventory shall be given to the owner of the vehicle towed, or to owner's agent or representative, or securely attached to the vehicle, and shall not be removed except by the owner or the owner's representative, and one copy retained by the Police Department. The Contractor shall be solely responsible and liable to the owner for all personal property in vehicles towed under this agreement, and for such damage of whatever nature or kind arising from the towing of such vehicle.

(g) Contractor shall protect all personal property in towed vehicles. Upon disposition of any vehicle by legal sale or auction, Contractor shall turn over an inventory of, and all personal property in such vehicle so disposed of to the Police Department of the City. All personal property which is left in vehicles towed by the Contractor shall be its sole responsibility, and any claims for loss or damage thereto shall be adjusted by and between the Contractor and the owner thereof. In the event a vehicle is in such condition as to warrant inside storage and the owner is absent or unable to direct the Contractor to store the owner's vehicle in an inside storage area, then the Contractor may store the vehicle inside and charge inside storage rates accordingly.

(h) When a police hold order exists, the vehicles shall not be released unless authorized by a duly accredited agent of the Lincoln Police Department. Such vehicles shall be towed to any location designated by the Police or designated representative of the Police Department. Any inventory

of personal property in such vehicle shall be under the direction of the officer in charge of said vehicle.

(i) Contractor shall have operators or drivers on duty and subject to call from the Police Department twenty-four (24) hours a day, seven (7) days a week.

(j) Contractor shall have sufficient personnel available twenty-four (24) hours a day, seven (7) days a week, without exception, for the purpose of releasing held vehicles to the owners or their legal representatives.

(k) Contractor shall allow and permit, at all reasonable times, the inspection of any vehicle stored or towed pursuant to any of the provisions hereof by the owner of such vehicle or by any person having authorization from such owner.

(l) Any vehicle stores outside shall have all vents and windows closed as a direct responsibility of the Contractor. Further, the contracting firm shall investigate, arbitrate or adjust all loss and damage claims.

(m) Contractor shall at all times operate within the framework of all applicable ordinances, statutes, and laws whether local, state or federal.

(n) Contractor further agrees that the bid specifications on file with the City of Lincoln are made a part hereof as though fully set forth verbatim and are binding on the parties hereto. Incorporation herein of any part of the specification does not limit the application of such specification, but such specifications are intended to be complied with in their entirety. Contractor shall at the direction of personnel of the City of Lincoln, within thirty-six (36) hours of such direction, pick up from various locations within the City bicycles and parts thereof. Such bicycles and parts shall be stored and disposed of in accordance with the specifications attached hereto, specifically Paragraph 12 hereof.

6. It is further agreed by and between the parties hereto that either party may cancel this Agreement by giving the other party sixty (60) days written notice of the termination hereof, unless Contractor is found to be in substantial breach of his contract in which case such contract will immediately terminate in accordance with applicable law.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day first above written.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation

City Clerk

Mayor

Date: _____

Date: _____

ATTEST:

CONTRACTOR

Witness

Company Name

Company Address

Authorized Signature

Date: _____

Date: _____

Witness

Date: _____

**ADDENDUM #1
TO SPEC. 03-198**

**TOW-IN SERVICES AND STORAGE OF TOWED
VEHICLE(S)**

Addendum #1 to Spec. 03-198 for the Tow-In Services and Storage of Towed Vehicles for the Lincoln Police Department, bids scheduled to be opened on Wednesday, August 6, 2003 at 12:00 noon.

NOTE: The bid opening will be delayed until **Friday, August 8, 2003**. Bids must be received on or before 12:00, noon on that date at the K Street Complex, 440 So. 8th St., Lincoln, Nebraska.

NOTE: Other governmental or quasi governmental agencies shall be permitted to piggyback on this contract under the same terms and conditions.

The following questions have been asked and the answers follow each:

Q: When is the actual starting date of this contract?

A: Actual starting date shall be 12:01 a.m., November 1, 2003.

Q: Please explain "not weighing four (4) ton and over"?

A: Wherever "not weighing four (4) ton and over" is referred to, it shall be deleted and the following inserted in its place - "licensed four (4) ton and over".

Q: Does the Lincoln Police Department order towing from outside the City limits? If so, how do you want us to bid it?

A: Yes, the Lincoln Police Department occasionally orders towing from outside the City. On company letterhead add a line for mileage rate from closest City limit from the tow and affix an authorized signature under it.

Q: You stated in section 3.1.1 that this contract included towing City-owned vehicles but left no space for said fees. Where do you want us to put this?

A: On company letterhead put the fees to be charged to the City for each size of vehicle which may be towed and affix an authorized signature under it.

Q: You indicated there was a rough layout of the impound lot attached, but there was none.

A: Opps! It is attached to this addendum.

Q: We would appreciate knowing the number of vehicles towed, LPD and accidents, length of storage, from public streets and private property the past 12 months and the dollar income received from each. In addition, please provide the percentage of tows where dollies were used.

A: Attached are the statistics we have. As far as the dollies are concerned, we are NOT allowing additional charges for this, thus it is not applicable information.

Q: What is the City's definition of a "valid for hire license"

A: What ever licensing is required to perform this service.

Q: Do we need a special waste permit for City property?

A: Please read section 2.5.

Q: The specification calls for semi-trailers and oversized vehicles to be winched and towed at "standard commercial rates" (sec. 3.7.11.1). The contract calls for specific dollar amounts for City ordered and for accident. How do you want that expressed in the bid? Show current rates?

A: Delete the words "at standard commercial rate". Fill in rates on the contract page.

All other terms and conditions to remain unchanged.

Dated this 24th day of July, 2003.

Purchasing Department

Vince M. Mejer, CPPO, C.P.M.
Purchasing Agent

**ADDENDUM #2
TO SPEC. 03-198**

**TOW-IN SERVICES AND STORAGE OF TOWED
VEHICLE(S)**

Addendum #2 to Spec. 03-198 for the Tow-In Services and Storage of Towed Vehicles for the Lincoln Police Department, bids scheduled to be opened on Friday, August 8, 2003 at 12:00 noon.

Please make the following changes on your copy of the specification:

Contract, Item 1 should read "For the period of **four** (4) years"

Add the following page as the second page of the contract. It contains Item 3.

Contract, Item 5, Section N, last line should read "hereto, specifically **Section 4 of the specifications**".

All other terms and conditions to remain unchanged.

Dated this 30th day of July, 2003.

Purchasing Department

Vince M. Mejer, CPPO, C.P.M.
Purchasing Agent

CONTRACT

3. City agrees to convey to Contractor abandoned vehicles having no current numbered plates affixed and having a value of \$100.00 or less and City may convey to Contractor or provide a salvage title of vehicles not sold at public auction, except in those instances when the City chooses to retain such vehicles for its purposes, and such vehicles when towed from public property may be towed to Contractor's lot or such salvage yard as Contractor may have arranged for. Such vehicles will be held a minimum of five (5) days before disposition, unless the owner provides the City of Lincoln with a written waiver. City further agrees to convey to Contractor for disposition, all those wrecked, junked, or partially dismantled vehicles towed from private property upon which releases have been obtained from

owners or custodians. Public auction of unclaimed vehicles will be held on Contractor's lot, and will be conducted by personnel of the Lincoln Police Department and shall be held upon request to the Contractor by the Police Department. Contractor shall clean and prepare vehicles for auction. The Lincoln Police Department shall provide to personnel of the Contractor, one person to assist in the inventory of unclaimed vehicles for sale. Contractor shall be paid accrued towing and storage fees on vehicles sold at public auction.

ADDENDUM #2
Issue Date: 01/12/12

SPEC. # 12-006
For
VEHICLE TOWING AND STORAGE SERVICES

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the City's specification and bidding documents:

1. **Section 1.2.8 states that there were 5,117 days storage for accident and Section 1.2.9 shows 6,450 days. Why has this number changed so dramatically from the 24,251 days which were approximated in the previous bid spec from 7/22/2011?**

Answer: The number of Storage Days used on bid 12-006 are those that were actually paid to the current Provider of this service in 2011. The accident storage numbers are City-Ordered accident tows. The quantity listed in the ebid has been changed to reflect accident and other City-Ordered tows.(11,567) There are other vehicles that are being stored for LPD that have been in storage for a number of years which may or may not result in payment to the Provider in the near future.

2. **Section 1.3.2 Why has the rent that was offered at \$5,500/month now gone to \$6,000/month since the previous bid spec from 7/22/2011?**

Answer: In the process of this Rebid, the City has determined the minimum amount of the lease payment (\$6,000.00/Month) as appropriate using the current Providers lease payment as a benchmark. The current lease amount was determined in 2003.

3. **Section 1.3.2 What has changed that has caused a 10% increase of the rental rate of this property?**

Answer: Refer to Question 2 for this response.

4. **Section 1.3.2 Why is this property renting for \$5500-\$6000/month when comparable properties are renting for much less?**

Answer: Refer to Question 2 for this response.

5. **Section 1.3.2 Why if the City intends to require these amounts of monies for the rent of this property, is there a drainage problem and no space to store any of the contractors equipment inside?**

Answer: Refer to Question 2 for this response.

6. **Section 1.3.2 The second sentence in this section suggests that the rental rate is a bid amount. Is this in fact true, and how will the City use this information in its decision making process?**

Answer: The lease rate will be considered in the award as stated in 6.1 of the Specs.

7. **Section 1.9.2 Does this section imply that although the cost of fuel may increase the City may decline a raise in the tow pricing?**

Answer: The City has the option to evaluate all price increases in order to determine if they are valid. Upon further evaluation the City can make adjustments to the contract as-needed.

8. **Section 1.9.2 Does this section not imply that a Vendor may ask for a raise in towing prices and actually lose the contract due to rising fuel costs?**

Answer: Refer to Question 7 for this response.

9. **Section 1.9.2 States that there will need to be a 30% rise in diesel fuel and or/a 39% increase in gas prices before a contractor will be able to request a change in the pricing. Is this correct and can you explain how the City arrived at this figure?**

Answer: The fuel price increase amount is listed in section 1.9 of the Specs. The Average Monthly Retail Fuel Price Increase formula originated with other government entities from around the country.

10. **Section 1.10 States that the Vendor is not allowed to charge any other fees other than what is listed in the line item section of the E Bid, Vendor response, or attribute sections of this bid. As this bid is only for City ordered tows, such as impoundments, and City owned vehicles, does this mean that the vendor is not held to this pricing structure on accident tows or other non – City ordered tows?**

Answer: Section 1.2 of the Specifications states that prices submitted includes tows requested by the City on behalf of the Owner. This includes accident tows.

11. **Section 1.10 This section is also worded to lead someone to believe that there may be changes made in the final negotiation of this contract, if that is the case could you please clarify what kind of changes the City is referring to so as to inform all bidders uniformly?**

Answer: Example: A long term, major fuel supply disruption could occur between the time the bids are submitted and the contract execution date which may necessitate the need for a price increase on the original contract.

12. **Section 2.4.1 States that vendor must provide a computerized system to track parking ticket and administrative fees collected for the City. Is there a system which the City is using now and if so will it be made available to the next Vendor?**

Answer: The current Vendor is not using a system provided by the City. The system in place now is owned by the Vendor and is not available to the next Vendor.

- 13. Section 2.4 States that the vendor will be responsible to collect monies on behalf of the City for parking tickets. Is there a fee that is paid to the Vendor for the costs incurred to collect these fees?**

Answer: No. The fee you are charging for various services is your payment for meeting all the requirements of this bid.

- 14. Section 2.6.3 states that other entities may piggyback this contract. Does this mean that there are other entities which may wish to do so? If so, is the City intending to inform all bidders of known participants?**

Answer: The City provides a piggyback option to other Governmental entities as a standard policy in most bids and therefore it was included in this bid. Section 2.6 indicates the only other entity that is currently using the City Tow Contractor. There is no guarantee that the new contract will include UNL.

- 15. Section 3.7.3 States that the City may store any vehicle they wish, for any amount of time they wish, at no charge. Is the City not to be expected to pay for the same services it requires the public to pay for? Also, the City is charging the Vendor a minimum of \$6,000/month but may put as many vehicles as they wish on the property, is this correct and if the City and or Vendor on behalf of the City, were to place more vehicles than the 350 total allotted vehicles there, would the City then be considered in breach of their own contract?**

Answer: The Vendor is leasing the space from the City and in return receives towing business. The City owns the property and is exercising its right to utilize that property to the advantage of the citizens of the City of Lincoln. In the event the City were to exceed 350 vehicles in the tow lot, the Vendor and the City would discuss the options available to reduce the numbers as the contract specifies.

- 16. Section 3.14.05 States that Vendor shall assist in opening of vehicles. This bears the question of where do monies go for items sold on the auction which were left in vehicles? Are these monies applied to the towing and storage due the Vendor or are these monies given to the City?**

Answer: The auction is being held by the Lincoln Police Department. The vehicles are in the possession of LPD and the contents as well as the proceeds from the vehicle sales become the property of the City. The Vendor is given the cost of fines and fees for the tow and storage and the remaining amount is given to the City.

- 17. Section 4.1.1 States that the Vendors tow vehicle must arrive on scene within a specific time frame. As this contract only stipulates City ordered tows and excludes mention of accidents, does that mean that there will be no specific time frame in which the Vendors equipment will need to be on the scene of an accident?**

Answer: Section 1.2 of the Specifications states that prices submitted includes tows requested by the City on behalf of the Owner. This includes accident tows. When an Officer asks an accident victim if they want to use the City Towing Contractor and the victim accepts the offer, a City-Ordered tow has been placed and the rates are as listed in the awarded proposal.

18. **Section 4.4.1 States that the Vendor is required to have 8 power winch equipped tow trucks and 1 power winch equipped flatbed. Does this mean that the City is requiring this specific configuration of vehicles?**

Answer: Yes

19. **Section 4.4.1 States as above mentioned. Is the Vendor allowed to use more or less of each type of light duty equipment as long as the total number of 9 vehicles is maintained?**

Answer: No

20. **Section 4.4.1 States as above mentioned. Why has the number of required units also changed since the previous bid from 7/22/2011, especially due to the decline of expected tows that will be required?**

Answer: The only change from the previous requirements is the addition of a flat bed.

21. **Section 4.4.1 States as above mentioned. Why as the scope of this contract covers all sizes of vehicles, which would require light, medium and heavy duty tow vehicles, is there no requirement for heavy duty towing equipment?**

Answer: Section 4.5 of the Specifications addresses the subject of oversize equipment.

22. **Section 4.4.1.1 States that all vehicles must be licensed to the Vendor and marked with the company name at all times. If all vehicles must be licensed to the Vendor and marked by that company does this mean that the City will no longer accept sub contractors to assist in the performance of this contract?**

Answer: Sub-Contractors may be used in addition to the base vehicles according to the terms in section 4.4.6.

23. **Section 4.4.1.4 States that prior to award the City shall inspect all vehicles proposed for this contract to ensure that they meet the requirements of this contract. Has the city adopted the policy of inspecting all equipment relating to performance of such contracts, in all City and public service contracts?**

Answer: Inspections are completed for various projects on a regular basis when deemed necessary to ensure contract compliance.

24. **Section 4.4.1.4 States as above mentioned. In order for the City to be able to inspect the towing units prior to awarding of this contract, the Vendor would have to currently own or have the means to purchase with no guaranteed use for these units, all the units in advance of awarding the contract. Is this correct and can you explain the reason for this?**

Answer: The City invests money and time into the award of a contract. It is in the best interest of the City to ensure that all requirements, including but not limited to, experience, financial capacity and organizational structure, have been met prior to the awarding of a new contract. If a Vendor isn't in compliance with the specifications and contract terms prior to award, what guarantee is there that they will ever be compliant?

25. **Section 4.4.1.3 States that all vehicles required for the performance of this contract must meet the requirements listed above at time of bid. In order to properly equip the trucks the contractor would first need to have the trucks, then equip them and relatively have them ready for inspection prior to even submitting their bid. Is this correct and can you explain the reason for this?**

Answer: See Answer in 24.

26. **Section 4.4.1.3 and Section 4.4.1.4 Stating as above mentioned in questions 22 and 24. Does the City intend to exclude any smaller companies, which may not currently have the need to purchase this many tow vehicles, without having the volume within which to use them, and if not then please explain why these stipulations have been placed and upon what grounds?**

Answer: Based on experience using this contract for a number of years, the City has determined what the needs are for the number of tow vehicles. No company is excluded if they meet the requirements as listed.

27. **Section 2.7 States that the City is considering an option to allow the Vendor to only serve the City and other government entities. If the City is interested in requiring a Vendor to only service government agencies of which it approves, should this not be decided prior to bid requests and please explain why this would be necessary for the City?**

Answer: Discussions have been held with City Departments regarding this option since the first bid was rejected. Due to the uncertainty of the cost of such option, it is not the only option available on this bid.

28. **Section 2.7 States as above mentioned. If a bidder were to agree in the bid process that they would be willing to provide exclusive service to the City and other government agencies would that be a determining factor for the City?**

Answer: The City-Only option will be considered in the award process.

29. **Section 2.7 States as above mentioned. If a bidder were to agree in the bid process that they would be willing to provide exclusive service to the City and other government agencies would that be looked at more favorably than another bidder who bid the exact same price on all accounts?**

Answer: The City-Only option will be considered in the award process.

30. **Section 2.7 States as above mentioned. If a bidder were to not agree in the bid process that they would be willing to provide exclusive service to the City and other government agencies would that be a detrimental factor for that bidders' consideration?**

Answer: The City-Only option will be considered in the award process.

31. **Section 2.7 States as above mentioned. How does the City plan to evaluate the answers provided in this section as bidders have no way to be compared and what process will be followed to evaluate?**

Answer: If a Vendor completes the Attribute as it is written there will be an evaluation factor.

32. **Section 2.7 States as above mentioned. Does the City wish to exclude larger more established companies which would be forced to give up all other business which they are currently doing in order to be considered for this contract and is the City planning to guarantee gross revenue if this is a requirement of this contract?**

Answer: The City is not excluding anyone in its request for bids. There is no guarantee of any revenue.

33. **Sections 2.7, 4.4.1.3 and 4.4.1.4 Seem to imply that the City is looking to exclude smaller companies which may not currently have the required equipment but would be able to obtain it prior to contract commencement, and larger more established companies which would currently have large customer bases. Is this correct and could you comment and or explain why these stipulations are now in this new release of this bid?**

Answer: The City is not excluding any bidders. Discussions have been held with City Departments regarding this option since the first bid was rejected.

34. **In this newest release of this bid there have been changes to the price of the rent for the City owned property, there has been a change to the number of tow units needed, there has been the addition of willingness to be exclusively city oriented and the need to have the equipment prior to bidding has been added. Is there a reason for these changes? Please itemize and address each listed change and reference whom was conferred with by the purchasing dept for the record.**

Answer: Based on the comments and response on the initial bid these changes were made to clarify our intent to all bidders. In addition, the City Departments involved in the use of this service (LPD and Parking) took the opportunity to explore other options for the supply of the service.

35. According to the supplied information and using the current rate this contract would project to generate:

Annual Sales

2600-City Ordered Tows = \$128,778.00
13-City Ordered Oversize = \$1,625.00
142-Free City Tows = -\$7,033.26
10 - Free City Oversized Tows = -\$1,250.00
1657 - Accident Tows = \$99,105.17
6450 – Days of Storage/ City Ordered = \$45,150.00
5117 – Days of Storage/ Accidents = \$40,936.00

Total Annual Gross - \$307,310.91

Annual

City Lot Rent - \$72,000.00
Wages for Employees @ 25% - \$76,827.73
You could maybe pay 2 employees with this amount!
Payments on 9 trucks @ \$1000/truck/month - \$108,000.00
This is figured no interest with a cost of \$30,000 per used truck
A new truck will cost approximately \$85,000!
Insurance - \$20,000.00
Fuel - \$60,000.00
Maintenance @ 10% - \$30,731.00
These are just a few small numbers for discussion sake.

Total Annual Cost -\$367,558.73

Total Loss = \$60,247.82

36. Does the City want a company to bid on a contract which using the numbers from the previous contract, would show a complete loss or would they prefer transparency to allow a qualified bidder to submit an educated bid?

Answer: The City will evaluate each bid with the numbers provided by each company.

37. Should there be line item areas to put pricing for owner requested and accident tow fees?

Answer: No, they are included in City-Ordered tows.

38. Should there be line item areas to put storage for owner requested and accident towed vehicles?

Answer: No, they are included in City-Ordered tows

39. Is there a difference between owner requested tows and accident tows?

Answer: This question is too vague to answer.

- 40. Is it correct that this new contract does not allow the Vendor to charge for winching of a City owned vehicle licensed under 4 tons?**

Answer: Yes

- 41. Please define “requests made by the City on behalf of the owner tows”.**

Answer: See Section 3.2. When an Officer asks an accident victim if they want to use the City Towing Contractor and the victim accepts the offer, a City-Ordered tow has been placed and the rates are as listed in the awarded proposal.

- 42. Please define “accident tow”**

Answer: See Section 2.1. When an Officer asks an accident victim if they want to use the City Towing Contractor and the victim accepts the offer, a City-Ordered tow has been placed and the rates are as listed in the awarded proposal.

- 43. Please define “Mechanical Service”**

Answer: See Section 3.6.9.

- 44. Does “Mechanical Service” also include preservation of the vehicle to prevent further damage from the elements?**

Answer: No

- 45. Please define “City Ordered Tow”.**

Answer: See Section 2.1.

- 46. Please define “Accident Cleanup”.**

Answer: See Section 4.4.4

- 47. Please define “Contract Award”.**

Answer: Contract Award is an electronic notification issued by the City/County Purchasing Department.

- 48. Is “Contract Award” at moment of email notification of unsuccessful/successful bid or is it after City Council Approval?**

Answer: See #47.

- 49. Please define lobbying.**

Answer: This is not a question.

- 50. Please explain what planning procedure was followed during requirement and design of contract.**

Answer: Standard City of Lincoln Purchasing procedures.

- 51. Please list any and all towing representatives that were consulted with to help determine the City's needs prior to release of this bid.**

Answer: The relevant City Departments provided the information for this bid.

- 52. Please identify where in the Bid Specification, Instructions to Bidders or any other documents in this bid which shows an appeals process or discussion process that is available to unsuccessful bidders.**

Answer: A copy of the City Protest Policy will be attached to the Bid Attachment section of the ebid.

- 53. Could you please tell us what the most vehicles towed in one day under this contract according to the Lincoln Police Dept. was in 2011?**

Answer: No

- 54. Could you please verify the following information:
This contract is estimated at 4,257 tows for 2012?
This contract is estimated at 11,567 total days storage for 2012?
The City is requiring 9 trucks to perform an estimated 4,257 tows for 2012?
The City is completely unbiased and wishes only to get the best quality and yet most affordable contractor to fulfill this role for citizens and patrons of the City of Lincoln?**

Answer: See Specifications for quantities of tows, storage and number of trucks.
Yes

- 55. The bid requirement states that the Vendor is required to supply 9 trucks to handle an estimated 4,257 tows is this correct?**

Answer: See the Specifications for the number of trucks and the tow estimates.

- 56. Does the City realize that even working on a 260 day calendar year that is less than 2 tows per day per truck?**

Answer: Ok.

- 57. Can a larger company which may own or have interest in another smaller company, bid this contract under another name in an attempt to secure this contract under that company while still keeping its larger base of business?**

Answer: The intent of this question is unclear.

58. Please define "execution of this contract" as used in section 1.6.1

Answer: Contract signed by all parties.

59. In the bid specification Section 1.4 it states that Vendor must indicate any and all contracts it has with other companies or agencies in Lincoln for towing and/or storage service. But in the Bid attributes it does not differentiate between Lincoln and other areas. Do we need to include all or only contracts that affect the Lincoln area?

Answer: All contracts.

60. Why does this Contract require 9 trucks to service a 75.4 sq. mile area, with 258,379 people and performing 4257 tows, when the City of Omaha with 118.9 sq miles, 408,958 people with 1.2 million in surrounding areas and requiring 9656 tows only requires 6 trucks of this size? These figures are derived from the 2010 census and from the City of Omaha's Towing Contract that is currently in effect.

Answer: Because the departments have determined their needs based on previous experience.

61. Please clarify the statement in section 1.2.1 which states the award will be made to one company.

Answer: Only one company will receive a contract for the services described in these specifications.

62. Can we substitute 5 flatbed trucks and 4 regular tow trucks for the requirement of 8 power-equipped tow trucks and one flat bed truck?

Answer: No. You shall have 8 power-equipped tow trucks and one flat bed.

**63. Clarification: Section 1.2.7 should read as follows:
The number of City-Ordered accident tows requested in 2011 is 1,657.**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

ADDENDUM #3

Issue Date:01/16/12

SPECIFICATION NO.12-006

FOR

VEHICLE TOWING AND STORAGE SERVICES

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. **In the Bid Spec's it states that the vehicles must be licensed. If a vehicle is leased it may be licensed to the leasing co. Is this still acceptable or will it invalidate a Vendors bid?**

Answer: Section 4.4.1.1 states that the vehicle must be licensed to the Vendor and marked with the company name at all times.

2. **Will the city as an alternative to having all 8 small trucks purchased will they accept a letter of credit from a financial institution which indicates ability and financial backing to purchase any additional required tow units?**

Answer: No. This would not meet the requirements of the Specifications.

End of Addendum

ADDENDUM #4

Issue Date: 03/05/12

SPECIFICATION NO.12-006

FOR

VEHICLE TOWING AND STORAGE SERVICES

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Section 4.4.1.3 of the Specifications has been revised. Specification 4.4 is hereby amended to require a minimum of six (6) vehicles licensed at the time of bid closing, and proof of the ability to have nine vehicles licensed at the time a contract is signed.
2. The Vendor shall provide a computerized Towing and Tow Lot Management computer system which will report and secure payment of fees in addition to providing reports to City departments as listed in Section 5 (Record Keeping) of the Specifications. Vendor shall indicate the type of system in their bid response. Any format providing the information required in section 5 should be acceptable. The system provided does not have to communicate with any City system. System proposed is subject to review by the City Departments to determine if the system will perform as required. Sample reports may be requested of the Vendor prior to award being made.
3. This document was previously released on Monday, March 5. Due to a computer server error it is being issued again on March 7.

End of Addendum

City of Lincoln - Bid Protest Procedures

1 of 2

2.18.035

(5) To those bidders who maintain a bona fide business office in the City of Lincoln, whose products may be made outside the confines of the County of Lancaster;

(6) To those bidders who maintain a bona fide business office in the County of Lancaster, whose products may be made outside the confines of the County of Lancaster;

(7) To those bidders whose commodities are manufactured, mined, produced or grown within the State of Nebraska and to all firms, corporations, or individuals doing business as Nebraska firms, corporations, or individuals when quality is equal or better and delivered price is the same or less than the other bids received; provided, however, the above preferences shall not be given where the purchase is made in whole or in part with federal funds and the applicable federal procurement regulations prohibit the giving of any local preference, in which case, in the event of more than one low tie bid, the tie shall be broken by the drawing of lots.

(8) To those bidders whose commodities are manufactured, mined, produced or grown within the United States of America and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better and delivered price is the same or less than the other bids received; provided, however, the above preferences shall not be given where the purchase is made in whole or in part with federal funds and the applicable federal procurement regulations prohibit the giving of any local preference, in which case, in the event of more than one low tie bid, the tie shall be broken by the drawing of lots.

(l) In case of actual emergency, and with the consent of the Purchasing Agent, the head of any using agency may purchase directly any supplies whose immediate procurement is essential to prevent delays in the work of the using agency. The head of such using agency shall send to the Purchasing Agent a requisition and a copy of the delivery record, together with a full written report of the circumstances of the emergency.

(m) The Purchasing Agent shall prescribe by rules and regulations the procedure under which emergency purchases by heads of using agencies may be made.

(n) The Purchasing Agent shall have the authority with approval of the Mayor to declare vendors who default on their bids and contracts irresponsible bidders and to disqualify them from receiving any business from the municipality for a stated period of time.

(o) The Purchasing Agent shall have the authority to join with other units of government in cooperative purchasing when the best interests of the city would be served thereby; provided, however, such purchases shall be made to the extent possible by giving notice and preference to qualified local bidders in accordance with the rules and regulations established in this chapter and the policies of the Purchasing Division.

(p) The Purchasing Agent shall keep a commodity record showing commodities purchased, from whom purchased, and the price paid. (Ord. 17697 §2; July 17, 2000; prior Ord. 17044 §1; August 19, 1996: Ord. 15980 §2; September 30, 1991: Ord. 15384 §3; January 8, 1990: P.C. §2.44.030: Ord. 13561 §1; March 21, 1983: Ord. 12934 §1; June 9, 1980: Ord. 12472 §1; January 8, 1979: Ord. 12327 §1; June 19, 1978: Ord. 9036 §3; June 13, 1966).

2.18.035 Bid Protests; Definitions; Appeals Board; Fees.

(a) Definitions.

(1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the City to another party, or by the failure of the City to award a contract to such actual or prospective bidder.

(2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification preparation, bid solicitation, and intent to award, for the acquisition of supplies or services.

(3) Protester shall mean an interested party who has filed a protest pursuant to subsection (b).

(4) Procurement Appeals Board shall mean an independent panel of five disinterested individuals appointed by the Mayor, which individuals shall have a thorough knowledge of the purchasing process and practices, and laws applicable thereto. Members of such board shall be appointed for three-year, staggered terms; provided, however, two of the members first appointed shall serve for a period of one year, two shall serve for a period of two years, and one for a period of three years, with each appointee thereafter, except for appointees filling a vacancy, serving for a period of three years.

(b) Right to Protest. An interested party may protest to the City Purchasing Agent, which protest shall be submitted in writing on company letterhead. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening. In all other cases, the protest must be filed within five working days following the

Cont'd Bid protest

bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest".

The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A statement of reasons for the protest;
- (4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.

Upon timely receipt of a protest, the City shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract until the Mayor has made a decision on the protest.

(c) Authority to Resolve Protests. Prior to the commencement of an appeal to the Procurement Appeals Board concerning any protest, the Purchasing Agent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review as provided by the Procurement Appeals Board. A copy of the decision shall be mailed or otherwise furnished immediately to the protester and all other bidders. If not satisfied with the decision of the Purchasing Agent, any protester may appeal to the Procurement Appeals Board, but the decision shall be final unless the protester files a timely appeal with the Procurement Appeals Board.

(d) Appeals Board Procedures. Any protester, within five working days of receipt of a decision of the Purchasing Agent, may file with the Finance Director a written notice of appeal for a hearing before the Procurement Appeals Board. The Notice of Appeal shall be accompanied by a deposit of \$500.00 to defray the cost of processing such appeal, which deposit shall be returned if the Mayor decides in favor of the protester filing the appeal. The Notice of Appeal must clearly state the action protested and the basis of appeal.

Upon receipt of an appeal from an protester, the Finance Director shall convene the Board within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Board shall decide whether the solicitation being appealed was in accordance with all applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the City.

Within ten working days of hearing such appeal, the Board shall submit its findings and recommendations to the Mayor. If all five members are present, an affirmative vote of three shall be required to pass the recommendation on to the Mayor. If only three members are present, only an affirmative vote of two shall be required to pass the recommendation on to the Mayor. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the Mayor without Procurement Appeals Board action.

No determination by the Board concerning an issue of law or fact shall be final or binding on the City.

(e) Finality of Decision. The Mayor shall consider the recommendations of the Purchasing Agent, the Procurement Appeals Board, and the Department Head or agency for which the solicitation was made and shall make the final decision on the protest. The Mayor's decision shall be final and binding upon the City. (Ord. 18495 §1; January 31, 2005; prior Ord. 16442 §1; August 9, 1993).

2.18.040 Surplus or Obsolete Stock.

All using divisions shall submit to the Purchasing Agent reports showing stocks of supplies or equipment which are no longer used or which have become obsolete, worn out, or scrapped.

The Purchasing Agent shall have authority to sell all supplies or equipment which have become unsuitable for public use, or to exchange the same for, or trade in the same on new supplies or equipment. Sales under this section shall be made to the highest responsible bidder.

The Purchasing Agent shall have authority to transfer the declared surplus stock of one using division to another using division which may have need for its use. (Ord. 15384 §4; January 8, 1990; P.C. §2.44.040; Ord. 9036 §4; June 13, 1966).

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so as to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's most current Standard Specifications for Municipal Construction shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically via addendum. All vendors registered for that bid prior to bid issuance will be notified of the addendum. Bidders registering after the bid is issued will receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variances are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES AND GUARANTEES

- 11.1 Copies of the following documents shall accompany the bid proposal for all items being bid, if requested:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 Unless stated otherwise in the specifications, as a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other materials have been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 If there are any conflicts or inconsistencies between the Bidder's documents and the City's, the City's documents shall control.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. In that regard, every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. LIVING WAGE

- 19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 19.2 If the contract is subject to the City Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage. This wage is subject to change every July.

20. INSURANCE

- 20.1 All Bidders shall take special notice of the insurance provisions required for City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

- 21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
- _____ a. **PURCHASE ORDER**, unless otherwise noted.
1. This contract shall consist of a City of Lincoln Purchase Order.
2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- X b. **CONTRACT**, unless otherwise noted.
1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.
4. Upon approval and signature, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

- 22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 22.2 Materials, supplies, labor & service used for the Water Division of the City of Lincoln are taxable per Reg. 066.14A and no exemption certificate will be issued.

23. CITY AUDIT ADVISORY BOARD

- 23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. E-VERIFY

- 24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the winning bidder agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The winning bidder shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The winning bidder shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. **Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

- C. **Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

**Advertise 1 time
Wednesday, December 28, 2011**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 p.m, Friday, January 13, 2012** for the following project:

**City of Lincoln Towing and Storage Services
Bid No. 12-006**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration")

Once registered, vendors will receive e-mail bid notification, first acknowledging registration, then approval of registration. Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8309 or 441-7410 or rwalla@lincoln.ne.gov

Bid Request Number**Title****Description****Bid Type****Issue Date****Close Date**

12-006 Addendum 4

City of Lincoln Towing and Storage Services

Addendum 4 was previously posted on March

Bid

12/28/2011 3:40:51 PM Central

3/16/2012 12:00:00 PM Central

Organization**Bid Creator****Email****Phone****Fax**

Lincoln Purchasing

Robert Walla Asst. Purchasing Agent

rwalla@lincoln.ne.gov

1 (402) 441-8309

1 (402) 441-6513

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
Capital Towng, Inc.	Lincoln	NE	3/15/2012 10:09:25 PM CST	23	\$240,225.00
Midwest Towing and Recovery	Lincoln	NE	3/16/2012 10:55:34 AM CST	23	\$284,879.00

Bid No. 12-006 Addendum 4

Specification Responses				Capital Towing, Inc.		Midwest Towing and	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended
1	Towing Service - Passenger Cars, Small Trucks, Trailers ONLY BID PER TOW PRICE!	EA	2600	\$44.00	\$114,400.00	\$53.50	\$139,100.00
2	Towing Service - Straight Trucks ONLY BID PER TOW PRICE!	Ea	3	\$110.00	\$330.00	\$110.00	\$330.00
3	Towing Service - Semi-Tractor (w/o trailer) ONLY BID PER TOW PRICE!	Ea	5	\$125.00	\$625.00	\$125.00	\$625.00
4	Towing Service - Semi-Trailer or House Trailer ONLY BID PER TOW PRICE!	EA	2	\$125.00	\$250.00	\$125.00	\$250.00
5	Towing Service - Motorized Recreational Vehicle ONLY BID PER TOW PRICE!	EA	2	\$125.00	\$250.00	\$125.00	\$250.00
6	Towing Service - Bus ONLY BID PER TOW PRICE!	EA	1	\$125.00	\$125.00	\$125.00	\$125.00
7	Towing Service - Motorcycles ONLY BID PER TOW PRICE!	EA	1	\$44.00	\$44.00	\$53.50	\$53.50
8	Towing Service - Snowmobiles, Boats on Trailers and other vehicles under 4 tons, not listed on other line items. ONLY BID PER TOW SERVICE!	Ea	1	\$44.00	\$44.00	\$53.50	\$53.50
9	Snow Removal Fee ONLY BID PER OCCURRENCE!	EA	1	\$30.00	\$30.00	\$18.00	\$18.00
10	Accident Cleanup Fee ONLY BID PER OCCURRENCE!	EA	1657	\$20.00	\$33,140.00	\$10.00	\$16,570.00
11	Mechanical Service Fee ONLY BID PER HOUR!	Hour	1	\$20.00	\$20.00	\$30.00	\$30.00
12	Winch Service Fee - Vehicles UNDER 4 Tons ONLY BID PER HOUR!	Hour	1	\$25.00	\$25.00	\$40.00	\$40.00
13	Winch Service Fee - Vehicles OVER 4 Tons ONLY BID PER HOUR!	Hour	1	\$125.00	\$125.00	\$150.00	\$150.00
14	Bicycle Transport and Storage Fee ONLY BID PER BICYCLE!	EA	800	\$9.00	\$7,200.00	\$10.00	\$8,000.00
15	Storage Service - Passenger Cars, Small Trucks, Trailers ONLY BID PER DAY!	Day	11567	\$7.00	\$80,969.00	\$10.00	\$115,670.00
16	Storage Service - Snowmobiles, Boats on Trailers and other vehicles under 4 tons, not listed on other line items ONLY BID PER DAY!	Day	50	\$7.00	\$350.00	\$10.00	\$500.00
17	Storage Service - Motorcycles ONLY BID PER DAY!	Day	50	\$7.00	\$350.00	\$10.00	\$500.00
18	Storage Service - Straight Trucks ONLY BID PER DAY!	Day	30	\$14.00	\$420.00	\$15.00	\$450.00
19	Storage Service - Semi-Tractor w/o Trailer ONLY BID PER DAY!	Day	30	\$14.00	\$420.00	\$25.00	\$750.00
20	Storage Service - Semi Trailer or House Trailer ONLY BID PER DAY!	Day	30	\$21.00	\$630.00	\$25.00	\$750.00
21	Storage Service - Motorized Recreational Vehicle ONLY BID PER DAY!	Day	30	\$14.00	\$420.00	\$20.00	\$600.00
22	Storage Service - Bus ONLY BID PER DAY!	Day	1	\$14.00	\$14.00	\$32.00	\$32.00
23	Fee for Vehicle Attached to Vendor Tow Vehicle (BUT NOT TOWED) GIVE FEE PER OCCURRENCE ONLY!	EA	1	\$44.00	\$44.00	\$32.00	\$32.00
Total					\$240,225.00		\$284,879.00

Bid Request Number

12-006 Addendum 4

Specification Responses	Attribute Name	Capital Towing, Inc.	Midwest Towing and Recovery
Header	Response	Response	Response
Header	Insurance Requirements	Yes	Yes
Header	Sample Contract	Yes	Yes
Header	Specifications	Yes	Yes
Header	Electronic Signature	Yes	Yes
Header	Instructions to Bidders	Yes	Yes
Header	Renewal is an Option	Yes	Yes
Header	Contact	Sara Schwartztrauber	Jeff Jackson
Header	Bid Bond Submission - City	I have delivered my bid bond.	I have delivered my bid bond.
Header	City Owned Tows and Storage	Yes	Yes
Header	Yearly Lease Amount	\$72,000.00 per year.	\$72,000.00
Header	Current Contract List	Yes	Yes
Header	Page 2 - Line Items	Yes	Yes
Header	Page 2 - Attributes	Yes	Yes
Header	Transition Plan	Yes	Yes
Header	Electronic Gate	Yes	Yes
Header	Written Outline of Company M	Yes	Yes
Header	License and Permit	Yes	Yes
Header	Computerized Management S	Yes. Microsoft Works Spreadsheet Version 9.7.0621	Yes, Tracker Management and Excel
Header	Sub-Contractors	Yes. Gene's Tire and Towing, 5101 West A Street, Lincoln NE	Yes - LTR Towing 8000 Fletcher Ave Lincoln NE 68507, Auto Connection 2037 "P" St Lincoln, NE 68521, Paul
Header	Photos and List of Equipment	Yes	Yes
Header	References	Yes	Yes
Header	Exclusive City Tow Option	Tow increase 467.4%, storage increase 391%, \$55.00 administration fee per vehicle.	Yes - 50% on Towing and 50% Storage
Header	Complaint Resolution Process	Complete	Complete
Header	Additional Fees	Complete description included with ebid response. \$25.00 fee to wrap vehicles, protecting from weather. \$1.00 for each administration fee collected and paid by credit or debit card. 1.75% of total amount collected for parking tickets, pd by credit or debi	sales tax on towing items as required by law and \$2.50 credit card fee
Header	Vehicle Release Document	Yes. Copy of form enclosed.	Yes. Included in Towing Policy attachment
Header	Attachments and Written Resp	Yes	Yes
Header	Agreement to Addendum No. 1	Yes	Yes
Header	Agreement to Addendum No. 2	Yes	Yes
Header	Agreement to Addendum No. 3	Yes	Yes